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The Solicitors' Journal and Reporter.

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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

THE TRANSFER of 125 actions to Mr. Justice ROMER for the purpose of trial or hearing, to which we referred last week as then in contemplation, was to be signed on Friday last. The list of actions transferred will probably be published early next week.

WE ARE INFORMED that in the course of a case recently tried before the Lord Chief Justice, some difficulty having occurred in supplying his lordship with copies of letters which had passed between the parties to the action, he remarked that "the carelessness in not providing proper copies of correspondence has been very marked of late, and in several cases has caused me much annoyance and waste of time. It is neither respectful to the court nor fair to the clients that there should be this difficulty over letters." It will be desirable that these observations should be noted.

THE PROCEEDINGS against Dr. JAMESON and his officers in respect of the famous Transvaal raid are likely to furnish one of the most interesting trials of the present generation. They will commence in the police court on the 10th of March, the proceedings before Sir JOHN BRIDGE on Tuesday last having been formal only. Much speculation has been rife as to the precise statute to which it would be sought to make the accused amenable, but, as we ventured to anticipate (*ante*, p. 220), the proceedings are taken under the Foreign Enlistment Act, 1870, section 11 of which provides that "if any person within the limits of her Majesty's dominions, and without the licence of her Majesty, prepares or fits out any naval or military expedition to proceed against the dominions of any friendly State, every person engaged in such preparation or fitting out, or assisting therein, or employed in any capacity in such expedition, shall be guilty of an offence against this Act, and shall be punishable by fine and imprisonment, or either of such punishments," &c. It would be improper, now that proceedings have been commenced, to offer any remarks on their probable issue or on the law applicable to them; but our readers will find the objections to the application of the Foreign Enlistment Act discussed at the above-mentioned page.

THERE CAN BE no doubt as to the importance and influence of the deputation which waited on the Lord Chancellor on Wed-

nesday in support of the Bill for securing continuous sittings of the High Court in Lancashire, and the request for the assistance of the Government to secure the passing of the Bill was pressed in a manner which shews how keen is the desire of the law societies and other local bodies to secure for that county a more satisfactory administration of justice. But the Lord Chancellor was justified in calling attention to the exceptional facilities already allowed to Liverpool and Manchester for the despatch of civil business, and it was hardly to be expected that he would give a ready assent to a scheme which seems necessarily to involve an increase of the judicial staff. The fact is that Lancashire shares, in common with the rest of the country, a desire for a more uniform management of litigious work than has hitherto been secured under the existing system, and it is probable that an attempt to satisfy the wishes of one district, however important, would only intensify the dissatisfaction elsewhere. It is to be remembered that although the sittings of the High Court are continuous in London, yet in practice London suffers from the circuit system in much the same way as the provinces. The proper test, as between London and Lancashire, is whether on the average the delay in bringing an action to trial at the Lancashire Assizes is greater than in London, and on this point the deputation do not appear to have had any statistics. The establishment of continuous sittings in Lancashire would very possibly be merely the first step in the decentralization of the High Court, and what had been done for one district would have to be done elsewhere. Possibly the circuit system is doomed, but before we embark on a change which would have such extensive consequences it must be made quite clear that the frequent assizes at Liverpool and Manchester cannot be so arranged as to give all reasonable facilities for the trial of actions in those places.

IT IS satisfactory that the Court of Appeal in *Re Sanders' Settlement* have affirmed the view taken by KAY, J., in *Re Stewart* (37 W. R. 484, 41 Ch. D. 494), that the scale fee does not apply to the grant of an easement. Under rule 2 (*a*) of the General Order under the Solicitors' Remuneration Act, 1881, the scale prescribed in Part I. of Schedule I. to the order applies "in respect of sales, purchases, and mortgages completed"; and in the schedule occur the phrases "sale of property" and "purchase of property." In a sense it may be said that the grant of an easement at a consideration involves the sale of the easement, and the easement when created is undoubtedly a form of property; but there is both a technical and substantial distinction between such a case and an ordinary sale of an interest in land. Technically there is no property in existence until the easement has been created; in other words, the same deed that creates the property vests it immediately in the *quasi*-purchaser. But the more important consideration is that the reasons which make an *ad valorem* scale of remuneration proper on an ordinary sale of property do not apply to the grant of an easement. Upon an ordinary sale the purchase money is a substantial sum, and an *ad valorem* charge is the most convenient way of settling the amount to which the solicitor is entitled. But, as was observed by KAY, J., in *Re Stewart*, when an easement is granted the purchase money is comparatively trifling in amount. At the same time a difficult and expensive investigation of the grantor's title might well be necessary, for which a scale charge calculated on the purchase money of the easement would be a very inadequate compensation. Moreover, as has now been pointed out by the Court of Appeal (LINDLEY, KAY, and A. L. SMITH, L.JJ.), the scale charge applies to cases in which the title to be investigated is the title to the property which is conveyed; whereas in the case of a new easement the title is not that to the easement, but the title to the property out of which the easement is created. The circumstances vary so much from those of an ordinary sale of property that it is clearly reasonable for the solicitor's remuneration to be fixed by reference to the work actually done.

THE Judicial Trustees Bill introduced by Sir HOWARD VINCENT and Sir ROBERT REID, which was down for second reading in the House of Commons on Thursday, is identical with the measure introduced by Sir ROBERT REID last year as a result of the inquiry of the Select Committee on the Administration of Trusts over which he presided when Attorney-General. Its main feature is the establishment of the system of judicial trustees, or "judicial factors," which has for many years been in operation in Scotland. Under the provisions of the Bill the judicial trustee would be a person appointed by the court—either the High Court or a county court—to manage the trust estate, "subject to the control and supervision of the court, as an officer thereof." The appointment would be made on the application of the person creating the trust, or of a trustee or beneficiary, and the judicial trustee would receive such remuneration, not exceeding the prescribed limits, as the court should in each case assign. It is provided that the court may, either on request or without request, give to a judicial trustee any general or special directions in regard to the administration of the trust, and once at least in every year the accounts of every judicial trustee are to be audited and a report thereon made to the court. The Bill leaves numerous matters to be arranged by rules, including the giving of security by judicial trustees, the safety of the trust property, and the regulating of procedure under the Act so as to make it simple and inexpensive. It is to be remembered that this scheme was adopted by the Select Committee in preference to the scheme for the establishment of a public trustee which had been previously before Parliament. As compared with the latter scheme, it has the merit that it does not involve the creation of a new official department, and that it interferes as little as possible with the system of administration of trusts by private trustees which has proved at once so convenient and so inexpensive. Considering the manner in which the Bill is supported, and the authority of the report on which it is founded, it is not unreasonable to anticipate that the judicial trustee will soon be with us.

A VERY singular case with regard to the authority of a solicitor came before the Court of Appeal recently. A. and B. advanced £1,000 to C. for the purpose of enabling him to carry on business. They were to have 10 per cent. for their money and two-thirds of the profits, but the deed by which the arrangement was effected expressly provided that there should be no partnership between the parties, and also—a somewhat inconsistent provision—that C. was to manage the business. Under such an arrangement as this it is, as is well known, extremely difficult to avoid the result that a partnership will be held to have been in fact created; and when the business fell into financial difficulties this view was taken by creditors, who accordingly commenced actions against the firm. A. repudiated any liability as a partner, but C.'s solicitor advised A. that a partnership existed, and proceeded, on the instructions of C., the managing partner, to take the usual steps in the action on behalf of the firm. He entered appearances for all three partners, and in due course, there being no defence, judgment was signed under order 14. The solicitor informed C. of this result, but he did not inform A., and in consequence execution was levied on A.'s goods, and a bankruptcy petition was filed against him, although he was in fact perfectly solvent. Under these circumstances A. alleged that the solicitor had acted for him without his authority, and, alternatively, that he had been negligent in not informing him that judgment had been recovered. The whole question depended on whether there was a partnership or not. If not, there was no retainer of the solicitor on behalf of A. But in fact, so it has been held, there was a partnership, and C. was the managing partner. He had consequently authority to retain the solicitor to defend the actions on behalf of the firm, and the solicitor discharged his duty when he gave notice to C. that judgment had been signed. The solicitor, according to the decision of the Court of Appeal, was entitled to assume that C. would do his duty and inform his co-partner of the progress of the litigation, and hence the failure to do so was not negligence in the solicitor.

AN APPLICATION was made to the Court of Appeal on the 12th instant which seems, not unnaturally, to have eluded the vigilance of the reporters, but which ought to be recorded, if only to pu-

vide the learned gentleman who is understood to be engaged in consolidating the Judicature Acts with a subject for revision. In a case of *Honduras Banking Co.* v. *La Campagnie Generale, &c.*, the judge in chambers was applied to at the beginning of January for an order for service of the writ out of the jurisdiction. The application was refused, and the plaintiff appealed. On the 13th of January the Court of Appeal made the order asked for, and on the 12th of February instant Mr. POLLARD applied to the Court of Appeal for leave to move to discharge the order for service out of the jurisdiction. The court directed that the application should be made to the judge in chambers. This case is different from *Black* v. *Dawson* (43 W. R. 435; 1895, 1 Q. B. 848), where it was stated, with the authority of all the members of the Court of Appeal, that an application to set aside an order for service out of the jurisdiction should be made to the judge in chambers. In that case the judge in chambers made the order sought to be set aside. The Court of Appeal has now carried that decision a step farther, and has held that even when the Court of Appeal itself made the order, the defendant must still apply in chambers to set it aside. Having regard to the terms of the first section of the Judicature Act, 1894, the result of the above cases is to produce a state of affairs which cannot be regarded as satisfactory. First, the judge in chambers considers the application for leave to serve abroad on its merits, and decides that it is not a proper case for an order. Then the Court of Appeal also considers the application on its merits, and decides that it *is* a case for an order. After that, the other side applies to the judge in chambers to consider the case once more on its merits, and most probably presents the judge in argument with the very reasons which influenced him in refusing to grant the order in the first instance. He cannot be bound by the reasoning of the Court of Appeal in overruling him, because until the application is made to him to set aside the order of the Court of Appeal, the whole proceedings have been *ex parte*. He therefore has to decide on the merits again, and in deciding he may, and probably will, overrule the Court of Appeal. That is sufficiently absurd in itself, but that is by no means the worst feature of this curious twist of procedure. The judge in chambers may—we do not say he would do so, but he may—refuse leave to appeal to the Court of Appeal. Left to our own resources to decide whether an application to set aside an order for service out of the jurisdiction was within the Judicature Act, 1894, section 1 (1) (b), we might have doubted, but in *Black* v. *Dawson* (*supra*) the Master of the Rolls expressly stated that the order made upon such an application could be appealed from "if leave obtained." The plaintiff, it is true, could appeal from the refusal to give leave to appeal, and the matter might thus be put right; but we may perhaps be pardoned for suggesting that in the consolidated Judicature Act it would be well to provide that where it is sought to set aside an order of the Court of Appeal, the application should be made by motion to the Court of Appeal.

A REMARKABLE difference of judicial opinion was manifested on Tuesday in the judgments of the Court of Appeal in *Miller* v. *Collins*. The question for decision was whether a married woman (married in 1855) could, by a deed acknowledged under the Fines and Recoveries Abolition Act, assign her reversionary life interest in money held upon the trusts of her marriage settlement, which had been invested by the trustees upon a mortgage of real estate. Mr. Justice STIRLING, contrary apparently to his own opinion, but upon the authority of the decision of Mr. Justice CHITTY in *Re Newton's Trusts* (23 Ch. D. 181), held that such a deed was ineffectual to pass the married woman's interest, on the ground that it was not an "estate" or "interest" in land within the meaning of section 77 of the Act. The Court of Appeal (LINDLEY, A. L. SMITH, and KAY, L.JJ.) reversed this decision (KAY, L.J., dissenting), and held that the assignment was effectual. The married woman had executed a deed, acknowledged under the Act, in 1869, by which, her husband concurring, she purported to assign her reversionary life interest in a sum of £1,100, which was then invested on mortgage, to a purchaser for value. The plaintiff derived title under the assignee, and he had contracted to sell the life interest to the defendant. The defendant refused to complete, on the ground that the assignment of 1869 was ineffectual, and the action was brought to enforce specific performance of the contract. Section 77 enables a married woman, by deed acknowledged, with the concurrence of her husband, "to dispose of any estate which she alone, or she and her husband in her right, may have in lands of any tenure . . . . as fully and effectually as she could do if she were a *feme sole*." And by section 1 "the word 'estate' shall extend to an estate in equity as well as at law, and shall also extend to any interest, charge, lien, or incumbrance in, upon, or affecting land, either at law or in equity, and shall also extend to any interest, charge, lien, or incumbrance in, upon, or affecting money subject to be invested in the purchase of land." If the married woman could not dispose of her reversionary interest under section 77—*i.e.*, if it was an interest in personalty—she could not dispose of it at all, inasmuch as Malins' Act did not apply: (1) because the interest was created by an instrument executed before the 31st of December, 1857; and (2) because it arose under a marriage settlement.

THE GROUNDS for the divergent views were shortly as follow:—LINDLEY, L.J., considered that the interest of a person beneficially entitled to money invested on a mortgage held by his trustee might be properly described as an "interest in land." The interest of the *cestui que trust* was not confined to the money, but extended to the security for it—*i.e.*, the land held by his trustee. If there was only one *cestui que trust*, and he was *sui juris*, the trustee could be required to transfer the security to him; if there were several, and they were *sui juris*, and absolutely entitled to the money, they could, if they agreed, require the security to be transferred to them. Again, in defining "estate," no contrast was made between one interest in land and another, but the statement was so framed as to include all interests, legal or equitable, in land, or money charged upon it, or to be invested in its purchase, or to arise from its sale; and several words were used by way of precaution to emphasize the meaning, and to ensure that nothing intended to be included should inadvertently be omitted. There was no reason for construing the definition of "estate" narrowly, even though the result might be to enable married women to do more by an acknowledged deed under the Fines and Recoveries Act than they could have done by a fine before that Act, or than they could do under Malins' Act. On the other hand, KAY, L.J., pointed out that the object of the Fines and Recoveries Act, as regarded married women, was to facilitate the transfer of real estate by providing a simpler mode of conveying their interests in it than the somewhat cumbrous device of a fine. But in the present case the concurrence of the married woman was not necessary to enable the trustees to deal with the mortgaged estate. They could convey it, transfer, or release it from the mortgage debt without her concurrence. No authority could be discovered to shew that before the Act her reversionary life interest in equity in the income derived from a debt which was thus collaterally secured by a mortgage could have been disposed of by means of a fine. That was a reason for presuming that the case did not come within the Act, and his lordship thought that, however the words of the definition were read, they did not express any interest in a debt which was also secured by a charge, lien, or incumbrance on land. The learned judge further pointed out that if this interest of a married woman could be assigned by a deed acknowledged under the Fines and Recoveries Act, the result would be that if the money had been variously invested, part on mortgage and part in Consols, only so much of the income as was derived from the mortgage would pass by the deed, and the remainder would not. He also asked this very pertinent question: If a married woman was entitled under a marriage settlement, made since the 31st of December, 1857, to a reversionary life interest in personal estate which happened to be invested on mortgage, she could not under Malins' Act assign this interest; it was expressly excepted from that Act; could it, notwithstanding that prohibition, be disposed of under the Fines and Recoveries Act? There is, no doubt, force in the reasoning of Lord Justice LINDLEY, but we must confess that to that of Lord Justice KAY it appears exceedingly difficult to find a satisfactory answer. We imagine that, the amount at

stake being comparatively small, it is not very probable that the case will be carried to the House of Lords.

THE CLAIM of the Inland Revenue Commissioners to corporation duty on the income derived by the Corporation of London and the Mercers' Company from the Royal Exchange appears to be one of those matters which become perfectly simple so soon as a little common sense is applied to them. By section 11 of the Customs and Inland Revenue Act, 1885 (48 & 49 Vict. c. 51) an annual duty, to supply the place of death duties, was imposed on property vested in corporate bodies, the duty being assessed at the rate of £5 per cent. on the net annual value; but there was an exemption in favour of property legally appropriated and applied for the benefit of the public at large, or of any county, borough, or place. The circumstances of the Royal Exchange are peculiar. The site was purchased by public subscription in the reign of Elizabeth; but the building, which consisted of the public bourse, or meeting-place for merchants, with adjacent shops, was due to the bounty of Sir THOMAS GRESHAM. His wish, as expressed in his will made in 1575, was that the property should be held in moieties by the Corporation and the Mercers' Company upon trust to make certain specified payments; and the arrangement was confirmed by subsequent Acts of Parliament. What was to be done with the surplus income, should there be any, does not seem to have been directed, but so far the question has never arisen, the Royal Exchange having been itself a continual source of expense. After the Great Fire of 1666 it was rebuilt at a cost of £80,000. In 1819 the repairs necessitated an outlay of £43,000. In 1838 it was again destroyed by fire, and the present building cost close on £200,000. To meet these expenses the Corporation have had from time to time to borrow money, and though of recent years the net income, after paying outgoings and providing for the express objects of the trust, has ranged from £3,000 to £5,500, yet the annual amount has been absorbed in reducing past borrowings of capital for the purpose of rebuilding. The Inland Revenue Commissioners appear to have claimed duty on the net income as the private property of the Corporation, without making any allowance for the liabilities which the Corporation have incurred. Whether the Corporation had in strictness power to borrow money for the purpose of rebuilding may possibly be questioned, but as to the benefit, both to the trust estate and to the public, derived from such borrowing there can be no doubt, and it would have been inequitable in the extreme to treat as private property money which in fact was applied year by year to the necessary maintenance of the trust estate. What may be the destination of the surplus, should a surplus ever really exist, is another question; but it is to be noticed that the Corporation, and presumably also the Mercers' Company, disclaim altogether any private interest.

THE VARIOUS reporters of the case of *Re Denekin, Peters* v. *Tanchereau* (43 W. R. Dig. 199), an important decision of NORTH, J., giving effect to a direction in a will to pay legacies to infants at eighteen, seem to have been playing LEWIS CARROLL'S game of "doublets," and to have expended much ingenuity in changing the name of the case a letter at a time. Starting with *Re Denekin, Peters* v. *Tanchereau*, adopted by the WEEKLY REPORTER and the *Law Times* (72 L. T. 220), we get to *Re Deneken, Peters* v. *Bauchereau* in *The Reports* (13 R. 198), varied by the *Law Journal* (30 N. C. 95) into *Re Deneken, Peters* v. *Banchereau*. The *Times* Case List for the 2nd of February gives it as *Re Deneker, Peters* v. *Banchereau*, and the *Law Reports* (1895, W. N., 28) close the game with *Re Deneker, Peters* v. *Banchereau*. One report gives the date of the case as Friday, the 2nd of January; but, as the 2nd of January was not on a Friday, nor, so far as we are aware, was the court sitting so early in the year, we prefer the date 2nd of February, which was on a Saturday. The indistinctness of counsel or judge is no doubt responsible for such apocryphal cases as *Cox* v. *Mallow*, cited in one report without a reference, and traditionally assigned to *Cocks* v. *Manners* (L. R. 12 Eq. 574); but the above discrepancy must surely have been the result of an elaborate joke.

THE SELDEN SOCIETY, under its present efficient management, well deserves the support of the profession. It has completed, and is about to issue to the members, Volume IX. of its publications, being the volume for 1895. It consists of a selection from the Coroners' Rolls in the Public Record Office from A.D. 1265—1413, with an introduction on the History of the Office of Coroner by Dr. GROSS, of Harvard. The volume for 1896 will be "Select Cases in Chancery" from the time of Richard II. A portion of this is already in the press.

THE ORIGINATING SUMMONS.

WE are indebted to Mr. CHARLES BURNEY for the able defence of the originating summons which appeared in our last issue (*ante*, p. 271). After reading that communication, no one can say that the originating summons in its day of trial was not well defended, for it would not be possible to name an advocate with truly conservative proclivities who could speak with higher authority or wider official experience than Mr. BURNEY. We cordially welcome his friendly criticism of our previous articles on this subject, and are no less grateful for the candour of his admissions. He admits the "recent friction" attaching to procedure by originating summons, deprecates the necessity of frequent amendment and the expense attaching to the process, and suggests a remedy in the shape of a reversion back to the system of issuing originating summonses in chambers. In fact, his defence may be summed up as a plea for mending, instead of ending, the originating summons. We have no possible objection to urge against this, provided the advantages to be gained by mending can be shewn to be equally great.

Before we proceed to examine Mr. BURNEY'S arguments, we will place side by side the forms of writ of summons and originating summons, in order that our readers may be able to compare them at a glance.

WRIT OF SUMMONS.	ORIGINATING SUMMONS.
(TITLE.)	(TITLE.)
Victoria by the grace of God, &c.	
To A. B.—We command you that within eight days after service of this writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of C D., and take notice that in default of your so doing the plaintiff may proceed therein and judgment may be given in your absence.	Let A. B. within eight days after service of this summons on him, inclusive of the day of such service, cause an appearance to be entered for him to this summons, which is issued upon the application of C. D., who claims (*claim here stated*).
Witness ——— Lord High Chancellor of Great Britain, this ——— day of ——— &c.	Date, &c.
(*Claim indorsed.*)	*Note.*—If the defendant does not appear within the time and at the place above mentioned, such order will be made and proceedings taken as the judge may think just and expedient.

The only difference between the above documents is that the writ is a formal, and the summons a most informal, process. Otherwise they are precisely the same. They tell the person served the same thing in words almost identical. They are issued at the same office, bear the same fee, are sealed with the same seal, served in the same way, and appearance to them is entered within the same time and at the same place. Moreover, a writ is the commencement of an action, and it has been held that every originating summons falling within ord. 55, r. 3, is also the commencement of an action (*Re Fawsitt*, 30 Ch. D. 231).

We will deal with these latter originating summonses first, because they lie somewhat beyond Mr. BURNEY'S objections. They, at any rate, being already actions, could suffer the very trifling change from the form of originating summons to that of the writ, followed by a chamber summons for judgment or final order, without any material alteration of subsequent procedure in chambers. We have a precedent for procedure to judgment in chambers on a chamber summons following a writ. The plan works admirably under order 14. Originating summonses under ord. 54B and ord. 55, rr. 3 and 5A, are actions within the ruling of *Re Fawsitt*. It seems unnecessary and undesirable that there should be two ways, almost but not quite identical, of commencing an action in the High Court. Can there be any doubt that of the two forms given above the writ alone is suitable for the commencement of an action?

The strongest plea put forward by Mr. BURNEY relates to originating summonses belonging to a separate and distinct class—viz., those under statutes which provide in some cases for application to the court "in a summary way," and in others "by summons." We are disposed to agree that these originating summonses should be retained if possible. The Rule Committee have, perhaps unwittingly, indicated how they may be dealt with in a way which is consistent with Mr. BURNEY'S suggestion, and which would remove the principal causes of friction we have pointed out.

By the Rules of August, 1894, a new form of originating summons under statute was prescribed, which expressly informs the respondent that he need not enter appearance, but must attend at the time and place mentioned. This form of summons is, by ord. 54, r. 4F, confined to applications under certain statutes and orders therein named. The list there given was designed to comprise originating summonses issued in the Queen's Bench Division. As a matter of fact, some of the statutes mentioned apply equally to the Chancery Division, and, in fact, form part of the array of Acts of Parliament from which the Chancery Division derives its statutory jurisdiction. Why should there be two ways of applying to the court by statutory originating summons, one requiring an appearance to be entered, and the other requiring no appearance? It would surely be more simple to bring them all under the form prescribed for some of them—viz., Appendix K, No. 16. This change, though not great in itself, would simplify procedure considerably. The originating summons would be confined on both sides of the court to the exercise in chambers of summary jurisdiction under statute. An action could only be commenced by writ. Appearance would only be required in an action.

In considering this possible retention of the originating summons under statute, we find ourselves once more face to face with the question of amendment. Mr. BURNEY agrees with us that something should be done to stop the waste of time and money involved in unnecessary amendments. Assuming that an originating summons will merely call upon the respondent to attend in chambers, we venture to suggest a simple expedient: "Unless otherwise ordered, the duplicate of an originating summons filed in the Central Office shall not be amended when the original is amended in chambers; but before the order on such summons is passed, the original summons shall be filed as of record in the Central Office, and all amendments thereof duly recorded. The filing of such summons shall be vouched in the same manner as the filing of pleadings is vouched on entering judgment." The effect of some such provision as this would be that the chief clerk would be free to amend the original summons from time to time, as he saw fit, without expense to the parties, and such amendments would be duly recorded in the cause book, and the amended summons filed as of record, before the order was passed. We may mention that the original summons always is filed on passing the order, or, to be more accurate, is retained by the registrar as his authority for the order passed and entered.

In the foregoing remarks we have endeavoured, as far as possible, to meet Mr. BURNEY'S objections by suggesting a *via media* whereby the present friction in procedure by originating summons may be removed without interfering with the summary jurisdiction of the court.

"DEMOLITION ORDERS" AND LOCAL AUTHORITIES.

AN entirely new point of law, and one of considerable importance to the owners of small house property, has recently been raised at the Middlesex Quarter Sessions.

The case was argued at the January Sessions, and the considered judgment of the chairman, Mr. LITTLER, Q.C., was delivered on the 15th of February. Mr. LITTLER regarded the question in dispute as one of no little difficulty, and in the course of the argument suggested that it might be convenient for the Court of Quarter Sessions to find the facts, leaving the question of law to be determined by the High Court; but the parties were not in a position to accede to the suggestion. However, the question will, no doubt, eventually come before the High Court in some form, as we believe that local authorities have in several instances hitherto acted upon a view which is diametrically opposed to the law as laid down by Mr. LITTLER.

The question turns upon the construction of the sections of the Housing of the Working Classes Act, 1890, which empower local authorities, in certain circumstances, to make what are known as "demolition orders"; and, inasmuch as the recent decision of the Middlesex Court of Quarter Sessions is at present the only authority upon the subject, a careful examination of the judgment prepared by Mr. LITTLER may not be out of place.

The facts of the case (*Vale* v. *Southall-Norwood Urban District Council*) were shortly as follow. The appellants were the owners of six cottages in the district of the Southall-Norwood Urban District Council. These cottages were admittedly at the time the District Council commenced proceedings in such a state as to be unfit for human habitation. The owners, however, who are trustees, were not in a position to expend the large sum which the local authority considered necessary in order to render the cottages fit for habitation. Accordingly, on the 8th of April, 1895, "closing orders" were made by the magistrates, under section 32 of the Housing of the Working Classes Act, 1890. At the time these "closing orders" were made the six cottages were all inhabited. On the 25th of June, all the cottages being still occupied, the District Council passed a resolution, under section 33 (1) of the Act, that it was expedient to order the demolition of the buildings. The Council, in pursuance of section 33 (2) of the Act, appointed a date for the further consideration of their resolution, and gave notice thereof to the owners. In the interval between the passing of the resolution by the District Council and the day appointed for the further consideration thereof the occupiers of all the cottages, excepting one, gave up possession, and the cottages remained closed. On the 13th of November the District Council, acting under section 33 (3) of the Act, ordered the demolition of the six cottages. On this date five of the six cottages were empty and closed, but one cottage was occupied by a family who remained in possession in spite of the efforts of the District Council to turn them out. Against these orders the owners appealed.

Two contentions were relied upon on behalf of the owners. It was argued, first, that a "demolition order" under section 33 (3) depended for its validity upon a resolution having been passed by the local authority, under section 33 (1), that it was expedient to order the demolition of the building, and that this resolution could only be passed where the local authority were "of opinion" that the dwelling-house had not been rendered fit for habitation, and that the necessary steps were not being taken with all due diligence to render it so fit, and that the continuance of the building was dangerous or injurious to the health of the public or of the inhabitants of the neighbouring dwelling-houses. It was contended that the "opinion" which the statute required should be formed by the local authority as a condition precedent to their passing a demolition resolution, was something in the nature of a judicial opinion, after hearing and considering evidence; and it was urged that before passing their resolution the Council had never formed any "opinion" as to the existence of the three sets of facts referred to in section 33 (1) of the Act, but that they had passed their resolution simply relying upon the fact that "closing orders" had been made and had not been complied with.

The second contention on behalf of the owners was that a "demolition order" could only be made where "the continuance of any building, being or being part of the dwelling-house," was "dangerous or injurious to the health of the public or of the inhabitants of the neighbouring dwelling-houses," and that it was impossible to say that the continuance of a *closed house* could be dangerous or injurious to the health of the public or of the inhabitants of the neighbouring dwelling-houses, unless it were so by reason of the existence of some nuisance in the house.

The facts were practically undisputed. It was conceded on behalf of the owners that, as things were when the District Council commenced proceedings, the cottages were not fit for habitation; whilst the witnesses called by the Council admitted

that, so long as the cottages were closed, and remained closed they were not dangerous or injurious to the health of the public or of the inhabitants of the neighbouring dwelling-houses.

As to the first point taken on behalf of the owners, that the District Council had never formed an "opinion" within the meaning of the section, the judgment of the court was to the effect that, inasmuch as the members of the Council had been shewn to have had personal knowledge of the condition of the cottages, and as they had also received reports on the subject from their medical officer, the Council, in passing the resolution for "demolition," had acted not merely ministerially, but judicially. But with regard to the owners' contention, that a closed house, so long as it remained closed, could not be dangerous or injurious to the health of the public, the chairman in the course of his judgment pointed out that the Act was one of great stringency, and one of an almost penal nature, and that it ought therefore to be construed strictly in every particular. The Act required, first, "closing," and secondly, under certain conditions, "demolition." It would seem to have been the intention of the Legislature that the conditions set out in section 33 (1) should be read conjunctively, and not disjunctively; and it followed therefore that all the three conditions required by section 33 (1) must exist before any order for demolition could be properly made. These three conditions did not co-exist in the case of the five cottages which were closed and uninhabited at the time the demolition orders were made. With regard to the sixth cottage, the court were of opinion that all the conditions required by the sub-section were in existence at the time of the passing of the original resolution, at the time of the further consideration of the resolution, and also at the time of the hearing of the appeal. The appeal was accordingly allowed as to the five cottages which were closed at the date of the demolition order, and dismissed as to the cottage which was inhabited at that date; the chairman concluding his judgment with the observation that "it must not be inferred from this judgment that local authorities are not under any circumstances justified in making a demolition order merely because houses are closed."

Assuming this judgment of the Court of Quarter Sessions to have been justified by the facts, the result, from the owners' point of view, is somewhat anomalous. It seems reasonably clear that when a "closing order" has been made by the magistrate, it becomes the duty of the local authority to make the order effectual by compelling the inhabitants of the "closed" house to cease from occupying it. The Act does not say so in terms, but section 32 (3) provides that where a closing order has been made as respects any dwelling-house the local authority shall serve notice of the order on every occupying tenant of the dwelling-house, and that within the period specified in the notice the order shall be obeyed by him, and he and his family shall cease to inhabit the dwelling-house, and in default he shall be liable to a penalty not exceeding twenty shillings a day during his disobedience to the order. The sub-section further provides that the local authority may make to every tenant required to obey the order reasonable allowance on account of his expenses in removing, and that this allowance shall be recoverable from the owner by the local authority.

In the case in question the District Council had taken proceedings under this section against the occupiers of the six cottages; but the occupier of one cottage set the local authority at defiance and remained in occupation. The fact that he was in occupation when the "demolition order" was made was the sole ground upon which the Court of Quarter Sessions decided that the "demolition order," in the case of this one cottage, was rightly made. The curious result follows that an owner's liability to be deprived of his property by a "demolition order" may depend entirely upon whether or not the local authority have been successful or otherwise in proceedings taken by them under section 32 (3) of the Act with the view of getting the occupiers out of the house. Can this have been the intention of the Legislature? Mr. LITTLER dealt with this difficulty, but he did so on the assumption—which we venture to think ill-founded—that the duty of getting rid of the occupiers of a "closed" house devolves upon the owner, and not upon the local authority.

THE LATE MR. RICHARD BLOXAM.

WE regret to announce the death of Mr. RICHARD BLOXAM, late taxing master in the Court of Chancery, at his house, Eltham Court, Kent, on Sunday, the 23rd of February, 1896. Mr. BLOXAM was born at Newport, Isle of Wight, in the year 1808; was articled to Mr. CHARLES DAWSON, of the firm of Exley, Stocker, & Dawson, and was admitted in the year 1830; in which same year, on Mr. DAWSON'S retirement from the firm of Dawson & Hawkins, he joined Mr. HAWKINS, and continued a member of his firm till 1852.

During this period, and until his final retirement from active professional work, he took a lively interest in the practice of the Court of Chancery, and assisted in the introduction of many reforms. The first in which he took part was the provision for commencing suits by claims, by which the tedious process of requiring an answer to interrogatories attached to all bills of complaint was first avoided; then he assisted Sir GEORGE TURNER in preparing the Act which bore Sir GEORGE'S name, providing for a cheap and effectual process for the relief and indemnity of executors by taking in court an account of their testators' debts. This led the way to a consideration of a complete reform of the practice of the court, which was carried out by the Acts of 1852 for the abolition of the Masters in Chancery and for the improvement of jurisdiction in Equity. These Acts were prepared by Mr. WICKENS, afterwards Vice-Chancellor, superintended by Sir GEORGE TURNER and assisted by Mr. BLOXAM, who worked indefatigably in arranging the details and the rules and orders thereunder. In place of the masters, each Chancery judge had appointed to assist him two chief clerks, who were solicitors of at least ten years' standing or master's clerks, and a staff of junior clerks.

Mr. BLOXAM was the first chief clerk drawn from the ranks of the solicitors. He acted as chief clerk to Sir GEORGE TURNER, then Vice-Chancellor, and, upon Sir GEORGE'S promotion to be Lord Justice, to his successor Sir WILLIAM PAGE WOOD, afterwards Lord Chancellor Lord HATHERLEY. In 1859 Mr. BLOXAM was appointed taxing master, but in almost every improvement in the practice of the court he was consulted.

Upon the passing of the Winding-up Act of 1862, Mr. BLOXAM and Mr. HUME, then chief clerk to the Master of the Rolls, drew the general orders under that Act. So effective and complete were these orders that no attempt to alter or amend them was made during the twenty-eight years in which the Act of 1862 was unaltered as to winding up, a fact which will be appreciated by the present generation of practitioners, who may be said to live in an atmosphere of amendments to general orders.

When the Orders dealing with solicitors' costs were in preparation Mr. BLOXAM took a leading part in settling them, and did his best to provide for the due remuneration of solicitors, bearing in mind the interest of suitors. In this connection it may be interesting to know that, finding from a proof sent him after he had left town for his holiday that the provision that office copies should be made by the solicitors had been struck out, he telegraphed to stay the printing, obtained an interview with the Lord Chancellor, and induced his lordship to restore this provision, which, while it in no way injured the suitor, was no small advantage to the solicitor.

Lord Justice FRY, conceiving that the practice approved of by Sir GEORGE JESSEL, Master of the Rolls, in the case of *Re Birkett* (9 Ch. D. 576) of obtaining the opinion of the court upon a specific point occurring in the administration of a trust without administration by the court, might be more fully carried out by general orders, asked Mr. BLOXAM to prepare a set of Orders for the purpose, and he, with the assistance of Mr. HAWKINS, the chief clerk to Mr. Justice CHITTY, prepared the draft of ord. 55, r. 3, which it must be admitted has been the means of saving great expense and delay, and has been a great boon to trustees.

Mr. BLOXAM never spared himself, and, although he was esteemed a strict taxing master, he was always actuated by a desire to do justice both to the suitor and the solicitor; in fact, his ruling passion may be said to have been a desire to be just.

He was a most affectionate husband and father, and a staunch friend, never sparing any amount of trouble to serve those who needed help or advice. He married a daughter of the late Mr. FRANCIS TURNER, the conveyancer, and she, with six children, survive him.

LEGISLATION IN PROGRESS.

EVIDENCE IN CRIMINAL CASES.—The Lord Chancellor, in moving the second reading of the Evidence in Criminal Cases Bill in the House of Lords on the 20th inst., observed that the Bill had been repeatedly before the House, and he trusted that at last the effort to bring the law of evidence into reasonable condition might be successful. He pointed out the anomaly by which the evidence of accused persons, although in general rejected, was admitted in special cases

by the express provisions of some twenty-five or thirty statutes. Hence a prosecutor could select a particular form of accusation, and upon the selection made would depend the question whether the person interested could be examined as a witness. Lord HERSCHELL, in supporting the motion, said that the matter had reached a point at which argument was useless. A measure similar to this was first carried through that House in 1886, and since that date the Lord Chancellor and himself had alternately introduced a Bill of the kind in successive Sessions. The Bill was read a second time. Upon the House going into Committee on the Bill on the 24th inst., Lord RUSSELL OF KILLOWEN objected to the provision of clause 1 (*d*) that an accused person called as a witness shall not, save in the two cases specified, be cross-examined as to credit; and he put the case of two men being charged with the same offence and tried at the same time. If one of them elected to go into the witness-box, he might not only give evidence to exculpate himself, but also to the effect that it was his co-defendant in the dock who had committed the offence. It seemed to Lord RUSSELL monstrous that that witness should be allowed to go before a jury as a witness of credit without any cross-examination. To meet this objection there was added to the list of cases excepted from the prohibition of examination as to credit the following: Where "a person charged and called as a witness has given evidence against any other person charged with the same offence." As thus amended the Bill passed through Committee, and was referred to the Standing Committee.

LIVERPOOL COURT OF PASSAGE.—The Liverpool Court of Passage Bill, introduced by Mr. BIGHAM, proposes by clause 2 to make provision for appeals from the registrar in the event of R. S. C. Order 14 being applied to the Court of Passage. The Liverpool Court of Passage Act, 1893, empowers the presiding judge of the court, with the concurrence of the rule-making authority of the Supreme Court, to apply to the Court of Passage any of the rules of the High Court. It is now proposed that in the event specified appeals from orders of the registrar made under order 14 shall be to the presiding judge, if he shall be at the time when such appeal is ready for hearing resident in or near Liverpool, but otherwise to a judge of the High Court at chambers. The Bill also contains clauses limiting to county court costs the amount of costs recoverable in the Court of Passage in cases in which the action might have been brought in the county court and in which less than £10 is recovered, and enabling actions of contract where less than £10 is claimed to be transferred to the county court. The Bill has been read a second time.

CORRESPONDENCE.

ORIGINATING SUMMONSES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The great authority of Mr. Burney makes his remarks on this subject in your last number deserving of the utmost deference, and will, I hope, induce a careful examination of the subject.

In view of this I may perhaps be allowed once more to recur to the suggestions made in my letters to you of the 11th of March, 1893, and the 2nd of June, 1894 (37 SOLICITORS' JOURNAL, 323, and 38 SOLICITORS' JOURNAL, 511).

The object of these letters was to shew that all the purposes now attained by an originating summons can be attained by a slight modification of the indorsement on a writ of summons.

If it could be brought about that all proceedings should be commenced in one uniform method, without loss of efficiency or extra expense, this end would seem to be a very desirable one. Mr. Burney says he should not care for it, but probably few would agree with him. I believe that the end might be attained by a writ of summons with indorsement suitably modified for each class of cases. I will for the present, however, confine myself to the case of originating summonses.

Mr. Burney says (impliedly) that a proceeding originated by summons is not an action, and that such proceedings are intended to be conducted wholly in chambers. But such a proceeding has been expressly held to be an action, and many such summonses are heard in court.

Now, what are the special advantages of an originating summons? I take them to be mainly, if not exclusively (1) the absence of pleadings in a class of cases where pleadings are not required, (2) the immediate recourse to chambers. I claim that these advantages can be secured by a slight modification in the indorsement of the writ by adding, in the class of cases to which originating summonses are now applicable, (1) a notice that pleadings are not to be delivered without order, (2) that the defendant is to attend in chambers on a day specified. I do not consider that any "appointment form" or ordinary summons is necessary in addition to the writ.

The writ should take the place of the originating summons, wholly and entirely. The indorsement will then run:—

"The plaintiff's claim is, &c.

"The defendant is sued, &c.

"The defendant is required to attend at the chambers of, &c. . . . on the . . . on the hearing of the above claim to shew cause why an order should not be made.

"If you do not attend, &c.

"You are not to deliver any defence or other pleading without leave of the judge."

A proceeding so commenced would, I believe, combine the present advantages of both writ and originating summons, without additional expense or inconvenience; and if any of your readers, bearing this in mind, will read again Mr. Burney's paper, it will be seen that many of the objections he puts forward fall to the ground.

I do not lose sight of the point that in some cases of originating summonses a defendant is not required, or even obtainable. I admit that there is some difficulty as to these comparatively rare cases, but I am convinced that some way can be found to meet this; and, failing a better, I would suggest that in those cases the official solicitor should be made *pro formâ* a defendant, not to be served without the direction of the judge.

I have purposely confined myself to originating summonses; but I believe that suggestions might easily be made to meet the case of petitions and originating motions (as under the Companies Acts) so that we could reach the result that, on the Chancery side at least, all proceedings might become actions, commenced by one form of writ, with endorsement varied to meet each particular class of cases.

In conclusion, I should like to add that I do not see the advantage of heading summonses, &c., "In the matter of the Settled Land Act," or any other Act, blunders in which headings, Mr. Burney says, cause so many amendments. The litigant appeals to the jurisdiction of the court entire and indivisible, and it is of no importance for the applicant to point out to the court at the beginning under what Act the court derives the powers he invokes. This will sufficiently appear at the next or a later stage.

V. J. CHAMBERLAIN.

48, Finsbury-square, London, E.C., Feb. 26th.

THE CHANCERY TAXING MASTERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In my letter which you were good enough to insert in your issue of the 22nd inst. on this subject, I (*inter alia*) stated that "a large profit—many thousands a year—is made" in the offices of the Chancery taxing masters. The following figures, taken from the (civil) judicial statistics referred to in my said letter, will more abundantly prove this assertion of mine to be true.

At p. xi., in the introduction to the statistics, the particulars are given of the fees earned in the Chancery taxing masters' offices for the six years 1887-8 to 1892-3, both inclusive, and they amount altogether to £157,494,

Shewing, therefore, a yearly average of		£26,249
From which sum deduct the amount of the salaries of the seven masters at £1,500 a year each	£10,500	
Do. the amount of the salaries of the clerks of the said seven masters, of different amounts, so I will take £900 a year for the salaries of the two clerks of each of the seven masters	6,300	
Total deductions		£16,800
Total approximate annual profit during these six years ...		...£9,449

It will be remembered that after much correspondence in the *Times* and all the law papers, extending from 1877 to 1878, Mr. Davidson was early in the latter year appointed an additional taxing master, making the eighth. I took an active part in that correspondence, feeling that the appointment was much needed; and I used then, as now, the same arguments in favour of the appointment, viz., that it would cost the country nothing, but would increase the profit made every year in the offices of the Chancery taxing masters, which was even then large. The appointment had the effect I said it would have, as the following incident shews.

Some time before the Long Vacation of 1886, eight years after the eighth master, Mr. Davidson, had been appointed, Mr. Bartley, M.P., asked the then Attorney-General, in the House of Commons, "whether, having regard to the additional powers and responsibility conferred on and vested in the eight Chancery taxing masters by order 65 of the Rules of the Supreme Court, 1883, and the Rules of December, 1885, and to the fact that the fees earned by them amounted on an average to £32,215 per annum, shewing annual profit after payment of their salaries and the salaries of their clerks of between £9,000 and £10,000 per annum, the Government would take under their consideration the propriety of appointing an additional taxing master, making the ninth, thus completing the number contemplated and provided for by section 3 of 5 & 6 Vict. c. 103." The Attorney-General said "he should take care that this point was

submitted to the Lord Chancellor." At present, owing to the retirement of Mr. Buckley, there are only *six* Chancery taxing masters. Does it not seem more than unreasonable that there should be even the semblance of a desire not to appoint a successor to Mr. Buckley? That the appointment is not yet made gives it that resemblance or aspect.

JAMES RAWLINSON.

Upper Holloway, N., Feb. 26.

COUNSEL AND SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It was reported in the daily Press the other day that Mr. Baron Pollock allowed the counsel engaged in an election petition trial to see a communication he had received in connection with the petition, but refused to allow the solicitors engaged to see the same.

One would like to know why solicitors instructing counsel, responsible to clients, and having the conduct of the proceedings, should be treated so invidiously and cavalierly as they are sometimes by the bench.

Has the refusal in this instance any reason to ground it?

HARVEY CLIFTON.

8, New-inn, W.C., February 26th.

CASES OF THE WEEK.

Court of Appeal.

CHILLINGWORTH *v.* CHAMBERS—No. 2, 20th February.

TRUSTEE—BREACH OF TRUST—TRUSTEE A BENEFICIARY—INDEMNITY—RIGHT TO CONTRIBUTION FROM CO-TRUSTEE.

This was an appeal from a decision of North, J. (reported 44 W. R. 32). The plaintiff, R. J. Chillingworth, and the defendant, Chambers, were the trustees and executors of the will of John Wilson, deceased; and, as administrator of his wife, Chillingworth had become entitled to a beneficial interest in one-fifth of the estate. The trustees held certain funds upon trust to secure an annuity to the testator's widow, and subject thereto upon trust for the testator's five children, one of whom was the plaintiff's wife. She died in May, 1881, when the plaintiff became entitled. A sum of £8,650, part of the trust estate, was invested on mortgage of certain leasehold houses to a builder named Hughes, part before and part after May, 1881. These mortgages were not unauthorized and were not of themselves breaches of trust. The securities, however, proved insufficient and a loss of £1,580 was sustained on realization. Of the loss, £570 was incurred on advances made during the lifetime of the plaintiff's wife, and £1,010 on advances made since her death. The chief clerk found by his certificate that the whole of the loss of the £1,580 should be borne and paid by the plaintiff. North, J., affirmed this decision, following *Evans* v. *Benyon* (37 Ch. D. 329, 36 W. R. Dig. 208). The plaintiff appealed, and urged that, in so far as he was an innocent trustee and not a beneficiary, he ought not to be put in the same position as a trustee who was *particeps criminis*. The true principle was that so far as he stood to make or did make a profit he must make good the loss to the trust estate to the extent of his profit. The following cases were referred to: *Raby* v. *Ridehalgh* (3 W. R. 344, 7 D. M. & G. 104), *Baynard* v. *Woolley* (20 Beav. 583, 4 W. R. Dig. 99), *Trafford* v. *Boehm* (3 Atk. 440), *Lord Mountford* v. *Lord Cadogan* (17 Ves. 485), *Walker* v. *Symonds* (3 Swans. 64), *Booth* v. *Booth* (1 Beav. 125), *Fyler* v. *Fyler* (3 Beav. 550), *Sawyer* v. *Sawyer* (33 W. R. 403, 28 Ch. D. 595), *Evans* v. *Benyon* (37 Ch. D. 329, 36 W. R. Dig. 208).

THE COURT (LINDLEY, KAY, and A. L. SMITH, L JJ.) dismissed the appeal.

LINDLEY, L.J., stated the facts and continued:—The plaintiff asserts that he knew nothing about these loans and repayments until quite lately, and his counsel contended that the defendant ought to be treated as having received the trust money himself to the extent of at least £1,580, and that the defendant was in strictness liable to make good the whole of the loss sustained by the trust estate, but that the plaintiff was content with one-half and did not ask for more. On the evidence, however, I am not satisfied that the plaintiff was so ignorant of these loans and repayments as he now says he was. No hidden scheme on the part of the defendant to get the moneys ostensibly for Hughes, but really for himself, is made out. Under these circumstances the repayments of the defendant's advances cannot be regarded as breaches of trust. Hughes was a mere borrower of trust money. His liability as regards the trust money lent to him was simply to repay it with interest. This was settled in *Stroud* v. *Gwyer* (28 Beav. 130, 5 W. R. Dig. 85), and *Vyse* v. *Foster* (21 W. R. 207, L. R. 8 Ch. 309). He therefore could pay the trust money away after he had borrowed it to anyone, and no one taking it from him, even with notice of the source from which he obtained it, would incur any liability to the trustees who lent it or to their *cestui que trust*. See *Butler* v. *Butler* (26 W. R. 85, 7 Ch. D. 116, 119), where the liability of persons dealing with borrowers of trust property is discussed. It is impossible, therefore, to treat the defendant as liable to make good the whole or even half of the loss on any such theory as that to which I am now referring. But, although the defendant is not bound to indemnify the plaintiff against the whole loss, it has to be considered whether the plaintiff is not bound to indemnify the defendant. I am not now alluding to the plaintiff as a *cestui que trust*. I will consider his position in that character presently. I am regarding him simply as a co-trustee. It sometimes occurs, though not often, that one co-trustee is bound to indemnify the other against all loss. Whether he is or is not depends on what is just as between the two, and this depends on what they have respectively done (see *Bahin* v. *Hughes* (34 W. R. 311, 31 Ch. D. 390), and the cases there cited). Now, in the present case the improper investment which led to the loss was made, so far as the plaintiff was concerned, in order to obtain a high rate of interest for the benefit of his own wife so long as she lived, and for the benefit of the plaintiff himself after her death. If, then, the defendant had not been interested in procuring advances for Hughes, it would require consideration before holding it to be just as between the plaintiff and the defendant to throw any part of the loss upon the defendant. In the case supposed the defendant would have strong grounds for contending that he was entitled to be indemnified against all loss by the plaintiff. It is, however, unnecessary to decide how this would have been; because, although no such scheme on the part of the defendant as I have before alluded to is proved, yet it is proved that the defendant was interested in keeping Hughes afloat and in facilitating borrowing by him, and I cannot avoid the conclusion that the plaintiff and the defendant, for personal reasons of their own, although for different ends, were both ready to run risks which as trustees they ought not to have run, and were too lax in seeing after the sufficiency of the securities they took. As between the plaintiff and the defendant, therefore, if the plaintiff had no beneficial interest in the estate, the ordinary right of one trustee to contribution from his co-trustee would exist. Having arrived at this conclusion, it is necessary to consider what the effect is of the circumstance that the plaintiff became entitled to his wife's one-fifth share in the trust estate when she died. The plaintiff contends that if two trustees are jointly and severally liable to make good a breach of trust, and as between themselves *in pari delicto*, they are as between themselves entitled to contribution so as to equalize the loss to which both are equally liable. The plaintiff further contends that the fact that on the death of his wife he became beneficially entitled to a share of the trust property does not deprive him of his right to contribution from his co-trustee. On the other hand, it is contended by the defendant that a *cestui que trust* who concurs or acquiesces in a breach of trust cannot obtain any relief against his co-trustee. The defendant further contends that this principle applies not only when the *cestui que trust* is not himself a trustee, but also when he is; and that the same principle applies even although the person filling both characters does not become a *cestui que trust* until after the breach of trust has been committed. North, J., in his judgment, first pointed out that as between the beneficiaries the plaintiff's share was primarily applicable and had properly been applied to make good the loss arising from the breach of trust, and then he held, on the authority of *Evans* v. *Benyon* (*ubi supra*) that the plaintiff was precluded from throwing any part of that loss on the defendant. *Evans* v. *Benyon*, however, was not a case of co-trustees at all. The court did decide that a person who instigated a breach of trust could not, when he himself became a beneficiary, compel the trustees to make good the loss occasioned by such breach. It is therefore an authority for saying that if the plaintiff had not been himself a trustee his conduct before he became a *cestui que trust* would have precluded him from obtaining relief against the defendant in respect of the breach of trust which the plaintiff concurred in, as above stated. In order to determine the rights of the parties it is necessary to consider—first, the plaintiff's right in his character of trustee against the defendant; and, secondly, the defendant's right against the plaintiff in his character of *cestui que trust*. To the extent to which the plaintiff's right as trustee is neutralized by his obligation as *cestui que trust* he will have no right to contribution. But, except so far as it is thus neutralized, his right to contribution will remain. In other words, if the plaintiff as trustee is entitled to throw half the loss on the defendant, and if, on the other hand, the defendant is protected against any claim of the plaintiff in respect of his share of the trust estate, then, as that share exceeds half the loss, the plaintiff will not be entitled to anything from the defendant, and must bear the whole loss which he has sustained. On the other hand, if the plaintiff as *cestui que trust* is not precluded from recovering from the defendant so much as one-half the loss, the plaintiff's right as co-trustee to contribution from the defendant will still be enforceable for the excess. This, in my opinion, is how the conflicting rights of the two parties have to be adjusted, and it only remains to work them out. The plaintiff and the defendant being *in pari delicto*, the plaintiff's right as trustee to contribution from the defendant as co-trustee to the extent of one-half the loss is established by a long series of authorities, of which it is only necessary to mention *Lingard* v. *Bromley* (1 V. & B. 114) and *Bahin* v. *Hughes* (*ubi supra*). On the other hand, the right of the defendant as trustee to be indemnified out of the share of the plaintiff as *cestui que trust* against the consequences of a breach of trust committed at his request and for his benefit is equally indisputable. It was treated by Lord Eldon as clear law in his day that a *cestui que trust* who concurs in a breach of trust is not entitled to relief against his co-trustee in respect of it. See *Walker* v. *Symonds* (*ubi supra*). In Mr. Lewin's work (8th edition, p. 918) many other authorities will be found to the same effect, and Lord Eldon's statement of the law was distinctly approved and followed in *Farrant* v. *Blanchford* (11 W. R. 294, 1 De G. J. & Sm. 107). Moreover, as already pointed out, it was decided in *Evans* v. *Benyon* (*ubi supra*) that this doctrine applies to a person who becomes a *cestui que trust* after his concurrence. Further, in *Butler* v. *Carter* (16 W. R. 388, L. R. 5 Eq. 276), Lord Romilly stated distinctly that where one of two trustees was himself a *cestui que trust* he could not call upon his co-trustee to replace stock which they had both permitted to be misapplied (see 5 Eq. 281). These cases are all based on obvious good sense; for if I request a person to deal

with my property in a particular way and loss ensues, I cannot justly throw that loss on him. Whatever our liabilities may be to other people, still, as between him and me, the loss clearly ought to fall on me. Whether I am solely entitled to the property or have only a share or a limited interest, still the loss which I sustain in respect of my share or interest must clearly be borne by me, not by him. This rule is eminently just in such a case as this, in which the plaintiff who seeks relief has concurred in a long series of breaches of trust, and has since he became a *cestui que trust* confirmed all the breaches of trust which he and the defendant committed at an earlier period. The plaintiff contended, on the authority of *Raby* v. *Ridehalgh* (*ubi supra*), that the plaintiff's liability as *cestui que trust* to indemnify the defendant, and the extent of the plaintiff's inability to obtain relief against the defendant, was limited not by the amount of the plaintiff's share in the trust estate, but by the benefit derived by the plaintiff from the breach of trust. But I do not understand *Raby* v. *Ridehalgh* (*ubi supra*) to go as far as this. The question there was to what extent two tenants for life were bound to indemnify their trustees in respect of certain breaches of trust. The master found that the tenants for life had benefited by these breaches, and had requested the trustees to invest the trust money on mortgage, but that the two tenants for life had not instigated or authorized the particular investments which led to the loss which the trustees were ordered to make good. The Vice-Chancellor held each of the tenants for life personally liable for the whole loss. The Court of Appeal corrected this, and decided—first, that the liability of the tenants for life was not a personal liability to indemnify the trustees, but was confined to the beneficial interests of the tenants for life; and the court decided, secondly, that the liability of the tenants for life was limited to the amounts they had respectively received, and did not extend to what other tenants for life had received nor to what the trustees had not paid over to any one. This, under the circumstances of that case, was quite right. The whole of the life interests of the tenants for life were, however, charged with the repayment of what they were held liable for. In varying the order appealed from the Court of Appeal treated the corrections which it made as formal rather than substantial, and I do not understand the decision to go further than I have stated: nor is there any reason to suppose that the doctrine laid down by Lord Eldon was in any way considered incorrect. Suppose a *cestui que trust* in remainder to induce his trustees to commit a breach of trust for the benefit of the tenant for life—perhaps his own father or mother—can such remainderman compel the trustees to make good the loss or resist their claim to have it made good out of his interest when it falls in, if some other *cestui que trust* compels them to make the loss good? I apprehend not; and yet in the case supposed the *cestui que trust* in remainder might not himself have derived any benefit at all from the breach of trust. The sixth section of the Trustee Act, 1888 (51 & 52 Vict. c. 59), appears to be based on this view of the law, and under that section (if it applied) it would, in my opinion, be just to impound the whole of the plaintiff's beneficial interest to indemnify the defendant. On these grounds I am of opinion that the decision appealed from is right, and that the appeal must be dismissed with costs.

KAY, L.J., after reviewing the facts and a long series of somewhat conflicting decisions, continued:—Here we have a plaintiff who was trustee and also *cestui que trust* as to one-fifth of the property, and if the case of *Raby* v. *Ridehalgh* (*ubi supra*) applies, it follows that he is not estopped by his concurrence in the breach of trust from claiming contribution. But as *cestui que trust* he is prevented from requiring the co-trustee to make good any loss sustained by him in that character. The loss he seeks to make his co-trustee share is not the loss of his one-fifth share as *cestui que trust*, but the amount he has had to pay as trustee to recoup the deficiency of the trust estate. If he is primarily liable to the extent of his one-fifth share, this claim must fail. If liable only to the amount of the benefit received from the improper investment, the balance of the loss after deducting that amount must be shared by himself and his co-trustee. On the whole I think that the weight of authority is in favour of holding that a trustee who, being also *cestui que trust*, has derived as between himself and his co-trustee an exclusive benefit by the breach of trust, must indemnify his co-trustee to the extent of his interest in the trust fund, and not merely to the extent of the benefit which he has received. I think that the plaintiff must be treated as having received such an exclusive benefit. I am of opinion, for these reasons, that the plaintiff's action fails, and that the appeal must be dismissed. It is said that section 6 of the Trustee Act, 1888, does not apply to this case—I suppose because this proceeding was pending at the passing of that Act. The statute does not define the extent of the liability of a concurring beneficiary; the 6th section is rather addressed to describe the case in which the court may, if it shall think fit, impound all or any part of the interest of the beneficiary by way of indemnity to the trustee, and also to provide that consent of a beneficiary for this purpose must be given in writing.

A. L. SMITH, L.J., gave judgment to the same effect. Appeal dismissed.—COUNSEL, *Warmington*, Q.C., and *Arnold Statham*; *Swinfen Eady*, Q.C., and *Tebbutt*. SOLICITORS, *Brown, Sons, & Vardy*; *Bramall, White, & Saunders*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

STAPLES *v.* **THE EASTMAN PHOTOGRAPHIC MATERIALS CO.**—Chitty, J., 21st February.

COMPANY—MEMORANDUM OF ASSOCIATION—DIVIDENDS "OUT OF THE PROFITS OF EACH YEAR AT" THE SPECIFIED RATE "PER ANNUM"—CUMULATIVE OR NON-CUMULATIVE.

By the memorandum of association of the defendant company, which was incorporated in November, 1889, it was provided (clause 5) as follows: "The capital of the company is £150,000, divided into 10,000 ordinary shares of £10 each and 5,000 preference shares of £10 each. The holders of preference shares shall be entitled out of the net profits of each year to a preference dividend at the rate of 10 per cent. per annum on the amount for the time being paid or deemed to be paid up thereon. After payment of such preferential dividend the holders of ordinary shares shall be entitled to a like dividend at the rate of 10 per cent. per annum on the amount paid or deemed to be paid on such ordinary shares; subject as aforesaid the preference and ordinary shares shall rank equally for dividend." Since the incorporation of the company some new ordinary shares had been issued. For the years 1892, 1893, and 1894 less than a dividend of 10 per cent. had been paid on the preference shares and no dividend on the ordinary shares. The plaintiff, who was the holder of preference shares, stated that for the year 1895 the directors of the company proposed to pay a full dividend of 10 per cent. on the preference shares and also a dividend on the ordinary shares, and he claimed that upon the true construction of the memorandum of association the dividends on the preference shares were cumulative.

CHITTY, J.—The question is whether the preference shareholders are entitled to a cumulative or non-cumulative dividend. Mr. Palmer's Precedents have been referred to (vol. 1, p. 395, at top, 6th ed.), but it is plain that an unambiguous clause could have been drawn. The point turns on the construction of the clause here, and has been ably argued on both sides. There is nothing in the articles worth mentioning, and I pass to the 5th clause of the memorandum of association, which is intended to define the rights of the shareholders. There are two classes of shareholders, and the second appears to have a right to a like dividend with the first at the rate of £10 per cent. per annum. If the words had stood "holders of preference shares shall be entitled to a preference dividend at the rate of £10 per cent. per annum," they would have been free from ambiguity. It was said for the defendants that the words "out of the net profits of each year" shew that each year was looked at separately, and confine the right of the preference shares to the profits of each particular year. There are no words like those "for such year" which occur in Mr. Palmer's form, or the clause would have been clear. Mr. Latham argues that though the years may be separately dealt with when the profits are made up, yet when the accounts are made up for each year the preference shareholders may demand all their dividends at the rate of 10 per cent. per annum. This nearly deprives the words "each year" of all effect. But I think there is not enough in the expression "out of the net profits of each year" to cut down the rights of the preference shareholders to a dividend out of the profits for that year. As to the subsequent clause, "after payment," &c., that, Mr. Latham says, and I think *prima facie* correctly, leaves the clause just as it was, there is to be some other operation which does not affect the premises. Mr. Levett contended that it was monstrous or absurd to give ordinary shareholders a cumulative dividend. But I do not see that it is so on this clause. If the first dividend is cumulative, so is the second. The ordinary shareholders have a right to have the £10 per cent. made up for a past year and £10 per cent. on the current year before the clause for equal division takes effect. That follows from Mr. Latham's argument. I get very little assistance from the cases. The metaphor used by Knight Bruce, L.J., in *Henry* v. *Great Northern Railway Co.* (1 De G. & J. 606, 643) does not shew, to follow its terms, that the preference shareholders are confined to the vintage of each year. They are entitled to have their "tun of wine" out of the vineyard, and not out of a particular vintage. The preference shareholders are therefore entitled to a cumulative preference and to succeed on this motion.—COUNSEL, *Latham*, Q.C., and *Gatey*; *Levett*, Q.C., and *Kerby*; *G. Lyttelton Chubb*. SOLICITORS, *Young & Sons*; *Kerly, Son, & Verden*; *Barraud, Regge, & Jupp*.

[Reported by J. F. WALEY, Barrister-at-Law.]

SANGUINETTI *v.* **STUCKEY'S BANK (2)**—Chitty, J., 19th February.

MORTGAGE—BANKRUPTCY—PRACTICE—FORECLOSURE—ASSESSED VALUE OF SECURITY—JUDGMENT, FORM OF—RIGHT TO REDEEM AFTER COMMON ORDER.

This was a summons by one Denman, a defendant in the above action, to set aside or vary the chief clerk's certificate. The above action was a foreclosure action, instituted in January, 1888, and a foreclosure judgment was made in December, 1894 (reported on one point 43 W. R. 154; 1895, 1 Ch. 176). The applicant was the trustee in bankruptcy of the mortgagor, and his object was to be allowed to redeem on payment of £2,400. The receiving order against the mortgagor was made in 1885, on the petition of the plaintiff in the above action, when he valued his security, which consisted of the mortgagor's life interest under a settlement, at £2,400. Shortly after the institution of the above action a receiver was appointed in the action, and in December, 1894, there were funds in court, representing accumulations of the mortgaged property, amounting to £4,800. The foreclosure judgment directed the usual account to be taken of what was due to the plaintiff for principal and interest, after giving credit for the sum the plaintiff had received out of court under the payment schedule; and under the payment schedule the plaintiff received out of the £4,800 the sum of £3,528. It was now contended for the applicant that it was open to him to make his claim to redeem on the footing of the valuation put on the security in the bankruptcy proceedings, on the taking of the account in chambers, though the point was not raised at the hearing, and *Knowles* v. *Dibbs* (37 W. R. 378), and the Bankruptcy Act, 1883, schedule 2, rr. 11, 12 (A), were referred to. It was submitted *contra* that

the application was wrong, and could not be entertained now, and reference was made to rule 13 in the above schedule, and *Ex parte Norris, Re Sadler* (35 W. R. 19, 17 Q. B. D. 728).

CHITTY, J., said that the order in the foreclosure action, which was arranged by counsel with reference to certain payments to be made to the trustee in bankruptcy in respect of his services and the like, was in substance an agreed order. The order in other respects was in common form. But a special question having been raised as to the rate of interest the court decided that. The question that had been raised by the summons clearly might have been raised, and ought to have been raised, at the trial. The account directed was in the common form for principal and interest, and if there was any special matter affecting the account there should have been a declaration directing the chief clerk, who was only taking an ordinary account as it appeared, to have regard to some particular circumstances and facts. The contention that the applicant was entitled to redeem now for £2,400 was wholly inconsistent with the judgment itself, on the face of which the plaintiff got £3,528. The point was not raised at the trial, and if it had been there would have been a declaration limiting the account by some words like "regard being had to the plaintiff having valued his security in bankruptcy at £2,400." His lordship would be inflicting on mortgagees a great injury by acceding to the contention. The mortgagee got the benefit of an order that an account was to be taken of what was due on the mortgage, and there was nothing on the face of the order to cut it down. The object of the account was to find out what was justly due, and in taking the account the mortgagor could always show what he had paid on account of either principal or interest. His lordship did not agree, and there was no precedent for it, that a defence of that kind, which was not brought forward at the right time, could be brought forward during the mechanical operation of taking an ordinary account. It was too late after the judgment had gone for the defendant Denman to raise that defence. His lordship, being also of opinion on the evidence that the question was not raised till after the certificate had gone, decided against the application on this technical ground as well as on the merits.—COUNSEL, *Farwell*, Q.C., *H. Reed*, Q.C., and *Fossett Lock*; *Levett*, Q.C., and *George Henderson*. SOLICITORS, *Rowcliffes, Rawle, & Co.*, for *J. Trevor Davies*, Sherborne, Dorset; *Richard Furber*.

[Reported by J. F. WALEY, Barrister-at-Law.]

Re **STEVENS, CLARK** *v.* **STEVENS**—Stirling, J., 20th February.

WILL—BEQUEST TO A CLASS—VESTED OR CONTINGENT GIFT—PERIOD OF ASCERTAINMENT OF CLASS—REMOTENESS.

This was an originating summons taken out by the executors and trustees of the will of S. J. Stevens to determine whether the limitations contained in the said will in favour of the children of the defendant Kate Stevens (in the will called Kate Stewart) and the limitations subject thereto were to any and, if any, what extent void for remoteness. Th testator made his will on the 25th of April, 1894, and died on the 20th of March, 1895. By his said will, after making divers bequests not material to be here set out, he gave all the residue of his property to his executors and trustees upon trust to sell, convert, and invest the same as therein directed, and to stand possessed of the trust premises upon trust to pay thereout £200 per annum to the said Kate Stewart during her life or until remarriage without power of anticipation; and, subject to such payment, to hold the residue upon trust for such of the said Kate Stewart's children, as being a son or sons should attain the age of twenty-five years, or being a daughter or daughters should attain that age or marry under that age, in equal shares as tenants in common; but if there should be only one such child the whole to that one. And the testator declared that if any child of the said Kate Stewart should die before attaining a vested interest and should leave issue, such issue should take the share of the child so dying. The will contained powers to the trustees or trustee thereof to apply the whole or any part of the income of the expectant share of any child who if twenty-five years of age would be entitled in possession to such share, during the minority of such child, for his or her maintenance and education, with the usual directions as to the accumulation and application of surplus income not so applied. The shares of the daughters of Mrs. Stewart were to be held upon trust for the said daughters and their respective husbands and children as therein directed, and in default of children were to fall into residue. Upon the failure of all the above-mentioned trusts the testator gave the residue of his property to his brother Lionel Stevens, with a gift over to the children of his said brother in case he, the brother, should then be dead. The said Kate Stewart was in fact the lawful wife of the testator, by whom she had four children, all born in wedlock and all still living. The eldest child was a son, and was born in 1883. The testator's property included real as well as personal estate.

STIRLING, J., stated the facts as above, and continued:—The question is whether the gifts in the will, having regard to the fact that there are no sons of Mrs. Stevens who have attained twenty-five and no daughters who have attained twenty-five or married, are too remote. I have already, in *Re Mervin, Mervin* v. *Crossman* (1891, 3 Ch. 197), stated the general principles of law applicable to cases of this kind. I adhere to what I there said, and do not repeat it. The first question is whether, upon the true construction of the will, irrespective of the rule against perpetuities, the children of Mrs. Stevens take vested or contingent interests. The trusts are for such of the children as being males or a male shall attain the age of twenty-five years, or being females or a female shall attain that age or marry under that age. It is a gift to a class, and no child is a member of that class unless he or she attains twenty-five, or if a daughter marries under that age. The class, therefore, is a contingent class. The testator then went on to say that the issue of any deceased child should take the share "which their, his, or her parent would have taken if he or she had attained a vested interest." That treats the children as in certain events not being entitled to a "vested interest." The word "vested" *primâ facie* means "vested in interest," but by force of a context it may have a different meaning, such as "vested in possession" or "indefeasibly vested" or "payable": *Berkeley* v. *Swinburne* (16 Sim. 275), *Taylor* v. *Frobisher* (5 De G. & Sm. 191). But to give the word a different meaning from its ordinary one a context is required, and I cannot find any such context here. The whole will is quite intelligible if the word is given its primary and ordinary meaning. In support of the contention that the shares vested at the death of the testator, reliance was placed on the maintenance clause; on the other hand it was pointed out that the clause only applies during the minority of the children, while the shares are not payable until twenty-five, and there was no gift of the interest between twenty-one and twenty-five. If that were the true construction, it would no doubt be fatal to the contention; but the "minority" *primâ facie* means "under twenty-one"; it may from the context have a wider meaning, and might mean "under twenty-five." I am not satisfied that there is sufficient here to enable me to hold that it means in this case "under twenty-five," but I do not decide the point on that ground, because I think that the language of the maintenance clause, when taken in conjunction with the preceding words of the will, is not such that it ought to be regarded as shewing an intention on the part of the testator that the beneficiaries were to take other than contingent interests. I rely on the fact that in the clause the shares of the children under twenty-five are spoken of as "expectant shares," and that the accumulation of surplus incomes are made applicable for the maintenance of "any person for the time being presumptively entitled," and that, taken with the words of the preceding gift and the language of the whole will, shews that the testator did not treat the children as having vested interests at his death. If authority be required for this conclusion, I refer to *Dewar* v. *Brooks* (14 Ch. D. 529). I think therefore that the children of Mr. Stevens did not take vested interests at the death of the testator. The question then is, At what time is the class to be ascertained? The gift is to the children of Mrs. "Stewart," and she under the will takes an annuity during her life, or until her second marriage. She was, in fact, the wife of the testator, and it was said that the children referred to in the will must be his children by her, because it would be extraordinary that he should provide for her children by a second marriage, when he did not provide for her herself after the happening of that event. The words, however, appear to me to be quite plain, and I think that even if the testator had treated the lady as his wife the class could not have been confined to his children by her, and still less could it be so when he does not recognize her in her true character, but on the face of the will treats her and her children as strangers to himself. I think therefore that the gift includes the children of Mrs. Stevens by a second marriage, and the period at which the class must be ascertained would for the reasons given in *Mervin* v. *Crossman*, be when the first child of Mrs. Stevens attains twenty-five, and consequently the gift is void for remoteness. In opposition to this view the cases of *Elliott* v. *Elliott* (12 Sim. 275), and *Re Coppard's Estate* (35 Ch. D. 350), were relied on. Both were cited in *Re Mervin, Mervin* v. *Crossman*, and are dealt with in the judgment there, and I desire to add only this remark. I wish to point out that the decision and judgment in *Elliott* v. *Elliott* depended upon the language of the will under consideration there, and I think that *Re Coppard's Estate* I attached perhaps greater weight to it than I am now prepared to do, and I ought not to have gone further than I did in *Re Mervin, Mervin* v. *Crossman*, or than I do now. I did not in *Re Coppard's Estate* intend to go beyond *Elliott* v. *Elliott*, and so far as it does go beyond *Elliott* v. *Elliott* it ought not, I think, to be followed. The question then arises whether the gift over takes effect. It is said that as the gift in favour of Mrs. Stewart's children fails for remoteness, the gift over arises. I think, however, that the cases of *Beard* v. *Westcott* (5 B. & Ald. 801) and *Monypenny* v. *Dering* (2 De G. M. & G. 145) govern the present case, and that the failure spoken of is a failure by reason of there being no persons to take under the trusts referred to, and that the limitation over following limitations void for perpetuity fails, as well as those prior to it. The result is that, except as to the annuity given to Mrs. Stevens, there is an intestacy.—COUNSEL, *E. Beaumont*; *Hastings*, Q.C., and *Butcher*; *Buckley*, Q.C., and *Yate Lee*; *Gurdon*. SOLICITORS, *Fladgate & Co.*; *Capron, Dalton, Hitchins, & Brabant*.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

COLLINSON *v.* **JEFFREY**—Kekewich, J., 21st February.

PRACTICE—REDEMPTION ACTION—ORDER TO PAY INTO COURT—DEFAULT OF PAYMENT IN—PAYMENT IN AFTER TIME SPECIFIED—EXTENSION OF TIME.

This was a motion in a redemption action asking for extension of time with respect to an order for payment into court. By an order of the Court of Appeal, dated the 6th of November, 1895, it was ordered "that the plaintiffs or some one of them be at liberty to make the lodgment into court of £420," and it was also ordered "that in default of such lodgment within two months from the date of this order the action be dismissed with costs to be paid to the defendant by the plaintiffs." On the 8th of February, 1896, the defendant's solicitor wrote to the plaintiffs' solicitors saying that, as the plaintiffs had made default by not paying the £420 into court, the action stood dismissed with costs. The plaintiffs' solicitors replied that the £420 had been paid into court (as was the fact) on the 6th of February, 1896. After further correspondence, the plaintiffs' solicitors gave notice of motion for an extension of time in order to put right the accidental omission to pay in the £420 within the time prescribed by the order of the Court of Appeal. No application to dismiss the action had been made by the defendant. The plaintiffs contended that as the delay in payment in had occurred owing to a *bonâ fide* mistake in

thinking that time began to run only from the 17th of December, 1895, which was the date on which the order was passed and entered, and not from the 6th of November, the date of the order itself, and that as the money had now been paid into court and the defendant had the security he had bargained for, it was a case in which the court might properly by way of indulgence grant relief; while the defendant, on the other hand, contended that the action was dead, and that the court had therefore no power to make any order on the motion. The following cases were cited in support of the latter contention: *Whistler* v. *Hancock* (26 W. R. 211, 3 Q. B. D. 83), *King* v. *Davenport* (27 W. R. 798, 4 Q. B. D. 402), *Script Phonography Co.* v. *Gregg* (59 L. J. Ch. 406, 38 W. R. Dig. 160), *Novosielski* v. *Wakefield* (17 Vesey, at p. 418), *Faulkner* v. *Bolton* (7 Simon 319).

KEKEWICH, J., said there was a phrase of which the late Knight-Bruce, L.J., was very fond, "a slip in the office," and that the Lord Justice, where such a slip had occurred, always attempted, if it was an honest one, to assist the applicant for relief therefrom. His lordship was convinced that in the present case there had been a "slip in the office," and that it was an honest though a very stupid one, as the order was perfectly clear. Though the money had not been paid into court until too late, the defendant had now the security for which he bargained, and it was, in his lordship's opinion, a case in which the court ought, if possible, to grant relief. Mr. Lemon had argued that the court had no jurisdiction because the action was dead, and if that were so without doubt it was true that the court could not grant relief. But that was not so. The action was not dead, it was only comatose or moribund; the final stroke of an application to dismiss the action, not having been delivered. In all the cases in the Queen's Bench Division which had been cited there had been, in his lordship's opinion, a final and peremptory order that the applicant should take certain steps within a certain time, and in default of his doing so that the action should be dismissed, thus fixing the time that was to put an end to litigation, the only question between the parties being whether the applicant should have more time in which to contest his opponent's right. That practice, however, had never been applied where the question was one of payment of money into court as security in a redemption action; and, though there was a difficulty in dealing with the question after the time for payment of money into court had expired, it had never been the practice to treat the action as dead until an application to dismiss the action had been heard. It was true that there was a special form sometimes made use of in such cases that on failure to do certain acts within a specified time the action should be dismissed "without further order," but those words had not been inserted in the present order. His lordship therefore granted an extension of time in terms of the notice of motion, but said that, as it was an indulgence on the part of the court, the applicants must pay the costs of the application.—COUNSEL, *Werrington*, Q.C., and *C. Johnston Edwards*; *W. G. Lemon*. SOLICITORS, *E. F. M. Ryan*; *Hepburn, Son, & Cutcliffe*.

[Reported by C. C. HENSLEY, Barrister-at-Law.]

Winding-up Cases.

Re **LAND SECURITIES CO.** (LIM.) — Vaughan Williams, J., 20th February.

COMPANY WINDING UP—SCHEME OF ARRANGEMENT—CONSTRUCTION OF SCHEME—"DISCOUNT," MEANING OF.

A scheme of arrangement and compromise with creditors, containing the following clauses, was sanctioned by the court: (1) "That in addition to the call of £10 per share already made by the liquidator, a call be made for the remainder of the uncalled capital—viz., £25 per share." (2) "That subject to a power—to be exercised by the liquidator with the consent of the committee of inspection referred to hereafter, but without further leave of the court—to postpone or remit any of the instalments (but so that no postponement or remission be made to the shareholders except as a whole) such order shall be payable as follows: [then followed the dates when the instalments were to be paid.] But on default in payment of any instalment all succeeding instalments to become immediately payable." (3) "That an option be given to every shareholder to pay up the total calls, or any portion thereof, in the order of due date, under discount at the rate of 4 per cent. per annum, the instalments being taken as payable at the above dates." A question was raised by a shareholder as to the meaning of the word "discount" in clause 3. The shareholder was the holder of 3,500 shares in the company of £50 each, on which £25 had been paid prior to the liquidation, leaving a balance of £25 to be called up in instalments as provided by clause 2. The shareholder contended that the word "discount" meant discount at the rate of £4 per cent. per annum on the total amount of each instalment as it became due. The liquidator contended that true discount should be allowed—viz., such a sum as would bear an amount which at 4 per cent. would produce the amount of the instalments of the call when they became due. Thus the shareholder would say that discount at 4 per cent. on (say) £100 due at the end of three years would be £12, whereas the liquidator put it at £10 14s. 3d., inasmuch as £89 5s. 9d., with interest at 4 per cent. per annum, would amount to £100 in three years. This was a summons by the liquidator for directions as to the construction of clause 3 of the scheme.

VAUGHAN WILLIAMS, J., held that the amount to be deducted from payments in advance was discount calculated at 4 per cent. per annum for the period anticipated, and not interest at the rate of 4 per cent. per annum. In the course of the judgment his lordship said that the scheme was a scheme of an agreement with creditors, and the question was whether, under clause 3, the word "discount" meant rebate by way of interest or whether it meant true discount. Commercially, the almost invariable use of the word was commercial discount. But "discount" was an equivocal word, which might mean commercial discount and might mean true discount. The question here was, What did the word mean in the present case? In the circumstances the word was capable of two meanings. He should put on it the meaning most favourable to creditors, not to shareholders. If he had only to decide the case upon the popular meaning of the word, he should decide that it meant commercial discount. He ought to construe the word as giving equality to those shareholders who paid at once and those who paid by instalments.—COUNSEL, *Kirby*; *Younger*. SOLICITORS, *Ashurst, Morris, & Co.*; *Rose & Johnson*.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

PLETTS (Appellant) *v.* **BEATTIE** (Respondent)—22nd February.

LICENSING ACTS—OFF LICENCE—BEER ORDER BY POST—APPROPRIATION OF GOODS TO THE ORDER AT THE BREWERY—PAYMENT ON DELIVERY AT CUSTOMER'S HOUSE—LICENSING ACT, 1872, S. 3—SALE OF GOODS ACT, 1893, S. 18, R. 5.

This was an appeal by way of special case from the decision of certain justices sitting as a court of summary jurisdiction at the borough of Accrington, who had convicted the appellant, Jonathan Pletts, of unlawfully selling intoxicating liquor at a house where he was not authorized by his licence to sell the same, contrary to section 3 of the Licensing Act, 1872. The material facts set out in the special case were as follow. The appellant is a brewer holding a licence for the sale of beer at his house, No. 11, Stanley-street, Burnley, to be consumed off the premises. On the 21st of June last year Ramsbottom, a traveller in the employment of the appellant, called upon Nelson, of 44, Higher Antley-street, Accrington, a customer, to solicit orders. The traveller took with him a printed and stamped postcard, addressed to the appellant at his place of business at Burnley, which he read to the customer, telling him that it was necessary he should sign it, and that it must be transmitted by post to the appellant before the order could be accepted, and that if Pletts appropriated the goods to the contract he must take them. The customer gave an order, and the traveller wrote on the card opposite to the words dinner ale, "six pints." The customer signed the postcard and handed it to the traveller, who put it into the post office at Accrington. The postcard ran: "Dear Sir,—Please supply me weekly as under until further notice with six pints of Worthington's dinner ale." At the foot of the postcard were the words "I assent to the appropriation by you to this order at your brewery of goods of the above description and in a deliverable state." On the address side of the card were printed the words "Mr. J. Pletts, 11, Stanley-street, Burnley." No price of the ale was stated on the card, but Nelson knew the price from previous transactions. The appellant delivered weekly under the order, and his traveller called occasionally on the customer to see if there were any changes in the order. Ramsbottom delivered the beer in six pint bottles, which were put in the cart in a case or coop, and to one of the bottles was attached a label with the words "Mr. Nelson, Higher Autley-street, six pints of ale." On the morning of the day of the delivery in question Ramsbottom filled his cart at the brewery with the goods necessary to execute the list of orders he had on his book, and only liquors in accordance with such booked orders as were on the list were placed on the cart. The appellant was summoned at Accrington for having unlawfully sold liquor at the customer's house, where he was not licensed to sell the same. The magistrates convicted, and from that conviction Pletts appealed. On behalf of the appellant it was contended that the bottles of ale were delivered in pursuance of the order on the postcard of the 21st of June; that there was no contract until the postcard was delivered at Burnley and accepted by the appellant there. The postcard having been received at Burnley, and the bottles of ale there appropriated and set apart by Pletts with the assent of the customer, as evidenced by the footnote on the postcard, the sale took place at Burnley, and not at Accrington. What was done by the appellant was a sufficient appropriation, and upon that ground the case was distinguishable from *Pletts* v. *Campbell* (43 W. R. 634; 1895, 2 Q. B. 229). For the respondent it was argued that all the material elements of a sale took place at the customer's house at Accrington, as the contract was not complete until the obligation to pay arose: *Taylor* v. *Jones* (1 C. P. D. 87, 24 W. R. Dig. 146). Delivery at Accrington was a condition precedent to the obligation to pay. The postcard was not relied upon by the appellant as a continuous order until countermanded, because his traveller called from time to time on the customer to see if there was any change to be made in the order. Moreover, the selection of beer to execute the order was not such a selection at Burnley as constituted an appropriation of the goods to the contract.

THE COURT (DAY, WILLS and WRIGHT, JJ.) allowed the appeal, being of opinion that the sale took place on the licensed premises at Burnley. The sale might be complete, although the delivery remained to be performed. It was sufficient that the substantial elements of the sale took place on the licensed premises. The six bottles were set aside for Nelson, labelled, and placed in the cart; and that selection by Pletts or his servant constituted a sufficient appropriation of the goods to the contract to satisfy the statute. Conviction quashed.—COUNSEL, *Joseph Walton*, Q.C., and *W. Mackenzie*; *Bigham*, Q.C., and *W. B. Ferguson*. SOLICITORS, *L. Kirkman*, for *Garnett & Jackson*, Burnley, and for *Harworth & Broughton*, Accrington.

[Reported by ERSKINE REID, Barrister-at-Law.]

REG. v. BALFOUR—21st February.

FRAUD BY DIRECTOR OF COMPANY—INTEREST IN PROPERTY ACQUIRED—COMMISSION—CO-DIRECTORS THEREBY DECEIVED—CRIMINAL ACT—CONVICTION—LARCENY ACT, 1861 (24 & 25 VICT. c. 96), s. 81.

In this case a rule *nisi* had been obtained on behalf of Jabez Spencer Balfour calling upon the Crown to shew cause why there should not be a new trial on the second count of the indictment, on the ground that there was no evidence to go to the jury of any criminal offence. In that indictment Balfour was the only defendant, and the charge was that he, as director of the House and Land Investment Trust (Limited), fraudulently applied to uses other than those of the said trust various sums of money. The Attorney-General, in shewing cause against the rule, said that Balfour was indicted under section 81 of the Larceny Act, 1861, which provided that if a director of a public company should fraudulently apply to his own use or benefit the property of such company he should be liable, on conviction, to any term of punishment the court thought fit. The case proved at the trial was in substance this: That to a sum of £57,000 which Hobbs & Co. were to give for the Whitehall Court property (the money for which was to be advanced by the House and Lands Investment Trust) there was added corruptly by Balfour and a solicitor named Wright a sum of £20,000; that when the £77,000 was paid, £20,000 was paid into the account of Wright, and afterwards secretly divided between Wright and Balfour. Having reviewed the evidence given at the trial at great length, the Attorney-General submitted that there was ample evidence of fraud to go to the jury in support of the count, and therefore that the rule should be discharged. Counsel in supporting the rule contended that there was no evidence to go to the jury of any criminal act, and therefore that the rule for a new trial should be made absolute. Balfour had admitted all through the proceedings that out of the £20,000 added as commission he received £7,500, and the only question was whether he took that money under circumstances which would support this conviction. His case was that this sum had been contracted to be paid by Hobbs & Co. as commission for services rendered under their seal and was known to every one of Balfour's co-directors, and he submitted that Balfour had a right to that commission. There was nothing *per se* illegal in a director stipulating for a commission; it only became so if his co-directors had no knowledge of the fact, and were thereby deceived. The jury were asked to say whether Balfour's co-directors were aware that this sum had been added to the purchase price or not, and they decided that they were not cognizant of the fact. None of his co-directors, however, were called to give evidence on that point; and he submitted that the commission was arranged for with their full knowledge and consent. The case of *Cavendish-Bentinck* v. *Fenn* (36 W. R. 641, 12 App. Cas. 652) decided that if the directors of a company were not deceived then the taking of a commission by a director in connection with the sale of a company in which he was interested to his own company was not a misfeasance at all. Assuming, however, that the money received by Balfour was a secret commission, he might have been compelled to return it by order of the Court of Chancery, but his receiving such a commission would not render him liable to be prosecuted for a criminal offence. Immediately it was established by evidence—and he believed he could call evidence to prove this at a new trial—that the directors knew of the commission, then the alleged fraudulent transaction became entirely innocent. He referred to the shorthand notes taken during the hearing of the case of *Reg.* v. *Isaacs*, 1893 (not reported). In that case some of the directors of the Hansard Union were indicted under the same section of the Larceny Act, and under very similar circumstances to the present. During the trial it was proved that the directors of the company knew of the contract under which a commission had been paid, and Hawkins, J., held that the money having been paid in pursuance of the contract under the seal of the company the directors could not be convicted of "receiving money to their own use," as these were payments made for the purposes of the company.

DAY, J., in the course of his judgment, said the rule must be discharged. The ground upon which it had been granted was that there was no evidence to support the indictment, and not that the learned judge had misdirected the jury. After hearing the arguments he was satisfied that there was abundant evidence of fraud to go to the jury. The money had been clearly misappropriated. It was clearly a case of larceny by a person in the position of a director. If the case of *Reg.* v. *Isaacs* was applicable to the present case at all, he dissented from the construction placed on it by the learned counsel.

WILLS, J., considered that there was unquestionably evidence of fraud which Balfour must have been a party to. The learned counsel on his behalf contended that he could get rid of the fraud by shewing that the co-directors knew of the commission of the fraud. He could not agree with that view, nor did he think that Bruce, J., was wrong in leaving the question to the jury. If the directors were aware that a fraud was being committed, then they were equally to blame with the prisoner; if they did not, then they had been cheated by the prisoner.

WRIGHT, J., in concurring, said the transaction appeared to him to have been wrongly described as a "commission," for the sum paid was altogether disproportionate. No doubt there were cases where the receiving of a secret commission would not be a criminal offence, but he was of opinion that a man who received money from his co-directors or principal on the representation that it was to be paid as the price of something he was to buy on their behalf would, by not disclosing his commission, run a serious chance of criminal proceedings. Rule discharged.—COUNSEL, *Sir R. Webster*, A.G., and *Henry Sutton*; *Ruegg*, Q.C., and *John O'Connor*. SOLICITORS, *The Solicitor to the Treasury*; *Thompson & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

DENNY v. BENNETT—25th February.

PRACTICE — COUNTY COURT — INTERPLEADER ISSUE — STAY OF ACTION—STATUTORY DEFENCE—NOTICE—COUNTY COURTS ACT, 1888, ss. 54, 157—COUNTY COURT RULES, 1889, ORD. 10, r. 18A.

This was an appeal of the defendant from the County Court of Lancashire. The action was brought to recover damages for pound breach and rescue of certain goods and chattels of one Howe, which had been distrained by the plaintiff, by his bailiff, for £14 10s., one half-year's rent, due from Howe to the plaintiff. The plaintiff claimed treble damages and treble costs under 2 W. & M. Sess. 1, c. 5, s. 4. The facts were as follow. The plaintiff was the landlord of a hotel at Ulverstone, of which Howe was tenant at a yearly rent of £29. On the 23rd of November, 1894, Howe being in arrear with his rent, Arden, a certificated bailiff, distrained for £14 10s. On the 10th of December, Arden being still in possession, the defendant, a county court bailiff, seized Howe's goods under three warrants of execution and sold them, notwithstanding Arden's protests. The proceeds of the sale were paid into court; and on the 8th of January, 1895, an interpleader summons was issued by the high bailiff of the county court, in which the present plaintiff was made claimant, but he filed no particulars of claim, and did not appear on the hearing of the interpleader summons on the 19th of February, and no order was made on the summons. On the 27th of March the plaintiff commenced this action, which was heard on the 21st of June and the 26th of July. The county court judge gave judgment for the plaintiff for the amount claimed. The defendant appealed, and it was contended on his behalf, first, that the judge ought to have held that the interpleader proceedings were still pending, and operated as a stay of this action under section 157 of the County Courts Act, 1888, which provides that upon the issue of an interpleader summons any action which shall have been brought in respect of a claim to the goods seized shall be stayed; secondly, that the defendant being a bailiff of the court, and he having produced in court the warrant under which the goods were seized, he was entitled to judgment under section 54 of the Act. The defendant had not given notice as required by ord. 10, r. 18a (County Court Rules, 1889), of his intention to rely on the statutory defence afforded by section 54.

THE COURT (WILLS and WRIGHT, JJ.) dismissed the appeal.

WILLS, J., said that with regard to the point raised under section 157 of the County Courts Act, 1888, he was of opinion that the subject matter of the claim arose out of an execution by the high bailiff, and it was therefore a matter which the county court judge might have dealt with on the interpleader summons. If the interpleader summons had been proceeded with, an order might have been made barring the plaintiff's claim. No such order had, however, been asked for or made. The contention that section 157 was an automatic bar to this action failed, because the section only applied to actions which had been brought prior to the issue of the interpleader summons, and this action was not commenced till afterwards. The next question arose under section 54. That section clearly afforded protection to the defendant under the circumstances of the case. But he had not given notice of his intention to rely on the protection afforded him by the section. His lordship was of opinion, on the authority of *Allright* v. *Parks* (9 Times L. R. 235), that the defence under section 54 was a statutory defence of which notice was required by the rules.

WRIGHT, J., concurred. Appeal dismissed.—COUNSEL, *Carrington*; *Corrie Grant*. SOLICITORS, *Kingdon, Wilson, & Webb*, for *Poole*, Barrow-in-Furness; *T. R. Hargreaves*, for *Johnson & Tilly*, Lancaster.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

ESCRITT AND OTHERS v. TODMORDEN CO-OPERATIVE SOCIETY—25th February.

INDUSTRIAL SOCIETY—DEATH OF MEMBER—DISTRIBUTION—DISCRETIONARY POWER—INDUSTRIAL AND PROVIDENT SOCIETIES ACT, 1893, s. 27.

This was an appeal by the defendant society from a decision of the judge of the County Court of Yorkshire, holden at Todmorden, ordering the society to pay to the plaintiffs the sum of £10, being the balance of a sum of £100 which had been in the hands of the society and which had belonged to a deceased member of the society named David Escritt. The plaintiffs were the personal representatives of David Escritt. In 1885 David Escritt nominated the £100 in favour of his ten children. He died in 1891. One of his children, John, had left England in 1884, and had not since been heard of. The present action related to the £10 which had been nominated in favour of the son John, and the plaintiffs contended that as to that £10 David Escritt had died intestate, and that they were therefore entitled to it. It was contended for the defendant society that under section 27 of the Industrial and Provident Societies Act, 1893, the society had a discretion as to whether or not the money should be paid to the representatives of the deceased member, and that the action would not lie. Section 27 provides that "if any member of a registered society entitled to property therein in respect of shares, loans, or deposits, not exceeding in the whole at his death £100, dies intestate, without having made any nomination thereof then subsisting, the committee may, without any letters of administration, distribute the same among such persons as appear to them on such evidence as they deem satisfactory to be entitled by law to receive the same."

THE COURT (WILLS and WRIGHT, JJ.) made no order on the appeal, the defendant society undertaking to pay the £10 to the plaintiffs.

WILLS, J., said that he was of opinion that the contention of the defendant society was correct. The society had a discretionary power under section 27 of the Act of 1893. The language of the section was significant, for the word "may" was used; whereas in the former Act, the Industrial and Provident Societies Act, 1876, the expression was "shall." The

object of the provision was to save the expense of taking out letters of administration in cases where the amount in question was small; but in cases where there was any doubt as to the intestacy the society were entitled to refuse to exercise their discretionary power. If they were to exercise the power, and then a lawful claimant subsequently appeared, the society would have no answer, but would be compelled to pay twice over.

WRIGHT, J., concurred.—COUNSEL, *C. A. Russell; Herbert Lush.* SOLICITORS, *Bower, Cotton, & Bower*, for *Aston, Harwood, & Summers*, Manchester; *Emmet & Co.*, for *Ingham*, Todmorden.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Bankruptcy Cases.

Re J. G. BIRCH—C. A., 21st February.

BANKRUPTCY—ARBITRATION—AWARD ON SUBMISSION—ORDER OF COURT TO ENFORCE AWARD—SEIZURE OF GOODS UNDER FI. FA.—ACT OF BANKRUPTCY—"PROCESS IN A CIVIL PROCEEDING"—BANKRUPTCY ACT, 1890 (53 & 54 VICT. C. 71), S. 1.

This was an appeal by the creditors in a bankruptcy petition against an order of the registrar (Mr. Hope) dismissing the petition. The question was whether a seizure and sale of a debtor's goods under an order to enforce an award on a submission to arbitration constitute an act of bankruptcy within the meaning of section 1 of the Bankruptcy Act, 1890. The appellants, the Caucasian Trading Corporation (Limited), bought certain property from the debtor Birch, who guaranteed certain assets. A dispute arose between the parties, and they went to arbitration under the Arbitration Act, 1889. No umpire was appointed by the parties, and so, on the arbitrators failing to agree, the court appointed an umpire, and he, on the 22nd of July, 1895, made an award of £12,917 in favour of the appellants. They then took out a summons and applied to the court to enforce the award, under section 12 of the Arbitration Act, in the same manner as a judgment or order. On the 9th of August the court ordered that the appellants should be at liberty to levy execution against the debtor. A writ of *fi. fa.* was issued, and goods belonging to the debtor were seized. On the 27th of September the debtor applied, under section 145 of the Bankruptcy Act, 1883, that the sheriff should be at liberty to sell the goods privately, and the goods were so sold on the 28th of September. Application was subsequently made for a receiving order, the act of bankruptcy alleged in the petition being that there had been a seizure of the debtor's goods under process in a civil proceeding. The registrar dismissed the petition, on the ground that he was bound by the decision in *Shaw* v. *Ronaldson* (1892, 1 Q. B. 91) that a submission to arbitration in the first instance is not a civil proceeding in the High Court, and section 1 of the Arbitration Act of 1889 does not make the submission an order of the court. Under section 12 of the Arbitration Act leave to enforce the award was obtained by means of the court in the same manner as a judgment, and the registrar was of opinion that that section should be construed in the same way as section 1, namely, as a section merely for the purpose of enforcing the award on a submission, and not as making an award on a submission a proceeding in the court, and that the words of the section should therefore be construed favourably to the debtor. Section 1 of the Bankruptcy Act, 1890 (53 & 54 Vict. c. 71), provides that "a debtor commits an act of bankruptcy if execution against him has been levied by seizure of his goods under process in an action in any court or in any civil proceeding in the High Court." Section 12 of the Arbitration Act, 1889 (52 & 53 Vict. c. 49), provides that "an award on a submission may, by leave of the court or a judge, be enforced in the same manner as a judgment or order to the same effect." On behalf of the appellants it was pointed out that leave to enforce the award as a judgment had to be obtained, and that this leave was applied for by an originating summons under ord. 54, r. 4 F (3). Every subsequent summons was a "matter" in court. These steps constituted a process in a civil proceeding, and the writ of *fi. fa.* and the seizure of the goods was a process in that proceeding. There had therefore been an act of bankruptcy within section 1 of the Bankruptcy Act, 1890. For the debtor it was contended that the application for leave to enforce the award was a step to enforce a proceeding which was not a civil proceeding in the High Court within the Bankruptcy Act. A summons taken out under ord. 54, r. 4, is not a "civil proceeding in the High Court." The following cases were referred to: *Re Binstead* (41 W. R. 452; 1893, 1 Q. B. 199), *Newton* v. *Boodle* (18 L. J. C. P. 73), and *Farmer* v. *Mottram* (1 Dow. & L., Practice R., 781).

THE COURT (Lord ESHER, M.R., and LOPES and RIGBY, L.JJ.) allowed the appeal.

Lord ESHER, M.R.—The whole case turned upon the construction of section 1 of the Bankruptcy Act, 1890. The goods of the debtor had been seized in execution and sold; they had been seized under a writ of *fi. fa.*, which was a "process" in the High Court. A summons for leave to enforce an award had been taken out; that was a "civil proceeding in the High Court," and the order to issue a writ of *fi. fa.* was a "process" in that civil proceeding. It was contended that the court should construe the words "civil proceeding" as meaning a proceeding in the nature of an "action"; but section 1 speaks of them as distinct and separate—namely, as "process in an action in any court or in any civil proceeding." He was of opinion that the originating summons in this case was a "civil proceeding" in the ordinary sense, the order on the summons for the *fi. fa.* was a "process" in a civil proceeding, and therefore an act of bankruptcy had been committed, and the appeal must be allowed.

LOPES and RIGBY, L.JJ., concurred. Appeal allowed.—COUNSEL, *Reed*, Q.C., and *Æneas Macintosh*; *Bingham*, Q.C., and *Herbert Smith*. SOLICITORS, *A. Bright*, for *Batesons, Warr, & Winshurst*, Liverpool; *Collyer-Bristow, Russell, Hill, & Co.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

LAW SOCIETIES.

BIRMINGHAM LAW SOCIETY.

The following are extracts from the report of the committee:—

Members.—Since the last annual meeting twenty-five new members have been elected, seven have resigned or otherwise ceased membership, and three have died. The number now on the register is 317. Nineteen barristers have subscribed for the privilege of removing books.

Law Classes.—The attendance at these classes continues to be very satisfactory, thanks to the unabated zeal and energy which Mr. Pearson brings to bear upon his work; and the fact that during the past year so many students articled to gentlemen practising in the neighbouring towns have joined the classes may be adduced as striking testimony to the general estimation in which they are held. Your committee would venture to draw special attention to two matters of importance referred to in Mr. Pearson's recent report on the work of the year. He says:—"I feel it my duty to draw the attention of the committee to two facts. First, there has been, very properly, a very much higher standard adopted of late in the Intermediate Examination, with the natural result that the percentage of failures has risen. If this is not to continue, articled clerks must begin to read earlier in their articles, and must be made to understand that what was sufficient a year or two ago is wholly insufficient now. The second point is that I am afraid in many cases articled clerks are devoting too large a proportion of their time to conveyancing. I find a most serious lack of knowledge of the practice of common law, of bankruptcy, and equity, among many of my students, and it is impossible for me to remedy this by lectures." Your committee have reappointed Mr. Pearson as reader for the ensuing session, and they have also received an intimation from the Incorporated Law Society, U.K., that the annual grant of £100, hitherto made to the Law Lecture Fund, will be continued for the current year.

Provincial Meeting of the Incorporated Law Society, U.K., 1896.—Your committee are pleased to report that the Council of the Incorporated Law Society, U.K., have accepted an invitation which your committee gave in the name of this society, to hold their annual provincial meeting for 1896 in Birmingham. The dates of the meeting have been fixed for the 13th and 14th of October next, to be followed on the 15th by excursions to neighbouring places of interest.

Land Transfer Bill.—The Parliamentary Session of 1895 had scarcely opened when the familiar announcement was made that a Bill "to simplify titles and facilitate the transfer of land in England" had been introduced in the House of Lords by the then Lord Chancellor. In due course a conference on the subject between the representatives of the provincial law societies and the council of the chief law society was held in London, when it was decided that, failing a reference of the measure to a Select Committee, the Bill should be opposed in the House of Commons on the ground of its compulsory nature. At the suggestion of the Incorporated Law Society, U.K., your committee communicated with the members of Parliament for the city and neighbourhood on the subject, and they were so fortunate as to be able to arrange for a deputation to wait upon the Right Hon. Joseph Chamberlain, M.P., and Mr. Powell Williams, M.P., on the 22nd of April, when the position generally taken by the provincial law societies on the subject of the Bill was fully explained and discussed, and most valuable suggestions and criticisms were made by Mr. Chamberlain, both as to the principle of the measure and as to the course which it seemed advisable to adopt with a view to obtain a fair consideration of the far-reaching proposals which it embodied. The Bill passed the House of Lords without amendment, but shortly after it reached the Commons the Government agreed to refer the whole question of registration of title to a Select Committee, with power to take evidence. Mr. C. T. Saunders, as representing this society, was asked by the chief law society to give evidence before the Select Committee, and your committee feel that the society is under no slight obligation to him for the time and energy which he so unsparingly devoted to the matter, and for the able manner in which he expounded the objections to the system of registration which the Bill sought to establish. In consequence of the decision by the Government to dissolve Parliament, the Select Committee were unable to do more than to report the evidence taken to the House, without making any recommendation based thereon, and this evidence has since been published in the form of a blue-book. Quite recently the Council of the Incorporated Law Society have decided to promote a Bill for the simplification of title to land; and a draft of this, prepared by Mr. Wolstenholme, is now under consideration. It is, of course, impossible, at this early stage, to make more than a passing reference to the subject, but your committee earnestly hope that this attempt to settle a long-vexed question will prove successful, and that a Land Transfer Bill will thus cease to be a yearly matter for consideration by the profession.

Stamps on Assignments of Leaseholds subject to Apportioned Rents.—Reference was also made to this subject in the report for 1894, and your committee may supplement what was there stated by saying that they have been in further communication with the Board of Inland Revenue with reference to the stamp duty on assignments of the nature above indicated. In April last they received a letter from the Secretary to the Board, in which he says:—"In cases where the entire term in part of land demised by a lease is assigned the instrument cannot, in their (the

Commissioners') opinion, be regarded as a lease or under-lease. It is in law an assignment, and is regarded by the Board as coming within the principle of their circular of the 17th of September last on the subject of rent-charges." It is presumed, therefore, that in future any assignment of part of a property included in a lease, at an apportioned rent, must be stamped with *ad valorem* duty, not only on the purchase money, but also upon the amount of the apportioned ground rent payable during a period of twenty years. This would seem to constitute an additional reason for carrying out transactions of this nature by way of under-lease, rather than by means of an assignment for the whole term. It will be remembered that the Commissioners have undertaken, should any question arise as to the stamp duty on any instrument to which their circular of the 17th of September, 1894, applies, "to place the adjudication stamp, without payment of any further duty, upon any such instruments as were executed on or before the 31st of December, 1894, without any limit as to the time within which such instruments must be sent in for adjudication," provided that they are in other respects correctly stamped.

Legacy Duty on Profit Costs.—The attention of your committee was recently drawn to a case where a claim had been made upon a solicitor by the Inland Revenue for payment of legacy duty on the costs received by him under a power to make professional charges contained in a will of which he was a trustee. The following sentence in a letter, dated the 23rd of May last, from the chief law society in reply to an inquiry on the subject, though not entirely satisfactory, places the matter, for the time being at least, on a more reasonable basis:—"The Commissioners of Inland Revenue have informed the president's firm that in the exercise of their discretion, although they have been advised that the principle of their claim is sound, they have now decided that in practice claims for legacy duty on the profit costs of solicitors should not, in ordinary circumstances, be made."

The Finance Act, 1895 (58 & 59 *Vict. c.* 43).—Section 12 in effect provides that when, by virtue of any Act of Parliament, any property vests in or is purchased by any person, such person shall, within the prescribed time, produce to the Commissioners of Inland Revenue a Queen's Printers' copy of the Act or some instrument relating to the vesting in the first case, and an instrument of conveyance in the second case, duly stamped with *ad valorem* duty as on a conveyance on sale. This section is, of course, of limited application, but where it applies the result in practice seems to be that an amount of annoyance and expense is caused quite out of proportion to any security conferred on the Inland Revenue.

CHESTER AND NORTH WALES INCORPORATED LAW SOCIETY.

The fifteenth annual meeting of this society was held, at the Town Hall, Chester, on Friday, the 21st of February, 1896, Mr. F. Cooke, Crewe, president, in the chair.

The prize for articled clerks founded by Mr. John Allington Hughes when president of the society in 1891-2 was presented by the president to Mr. Charles Graham Chambers, B.A., who served his articles with Messrs. Brown & Dobie, of Chester, and who was placed in the second class at the honours examination held in November, 1895.

The report of the committee and the treasurer's accounts for the past year were received and adopted.

The following officers of the society were unanimously elected for the ensuing year: Mr. H. J. Birch, of Chester, president; Mr. J. Rice Roberts, M.A., of Llangefni, vice-president; Mr. F. Roberts, of Chester, hon. treasurer; and Mr. R. Farmer, of Chester, hon. secretary.

The following gentlemen are the committee for the year: Messrs. N. A. E. Way, H. T. Brown, F. B. Mason, and W. D. Jolliffe, all of Chester; F. Cooke, of Crewe; J. Davies, of Denbigh; C. H. Pedley, of Crewe; Ll. Hugh Jones, of Wrexham; and P. Hignett, of Colwyn Bay.

Messrs. F. W. Sharpe and C. P. Douglas, both of Chester, were re-elected auditors.

A resolution was passed to the effect that, in view of the public duties performed by the Incorporated Law Society, U.K., a contribution should be made to that society from the imperial exchequer out of the stamp duties payable on the articles of clerkship, admissions, and annual certificates of solicitors.

The annual dinner was held at the Queen Hotel, Chester, after the meeting.

The following are extracts from the report of the committee:—

Members.—The society now numbers 143 members.

Land Transfer.—A Bill for simplifying the title to and transfer of land, settled by Mr. E. P. Wolstenholme, at the instance of the Incorporated Law Society (U. K.), and a Bill having the same object, prepared by Mr. J. W. Budd, president of the same society, were in November last submitted to your committee for their opinion, when the committee came to a conclusion in favour of legislation on the lines of Mr. Wolstenholme's Bill, with the exception of those portions (parts 6 and 8) relating to settlements and a system of cautions and inhibitions. Subsequently your president and secretary attended a meeting of the associated provincial law societies, in London, when the following resolutions were passed:—1. "That it is desirable that some Bill on the subject of land transfer should be promoted on behalf of the legal profession." 2. "That, subject to the questions as to the necessity for a distringas register and as to the mode of dealing with settlements, this meeting is of opinion that it is not possible materially to facilitate or lessen the cost of the transfer of land without adopting the principle that some person or persons should always be able to transfer the whole ownership without inquiry into, and notwithstanding notice of, equities." 3. "That, in the opinion of this meeting, legislation on the lines of Mr. Wolstenholme's Bill, other than parts 6 and 8, would be well calculated to carry out the principle affirmed by the first resolution." 4. "That this meeting is not prepared at this stage to vote on the question of the advisability of inserting part 6 of Mr. Wolstenholme's draft in the Bill." 5. "That this meeting is not prepared at this stage to vote on the question of the advisability of inserting part 8 of Mr. Wolstenholme's draft of the Bill." Mr. Wolstenholme's Bill was further considered by your committee, when the general lines of part 6 of the Bill (settlements) were agreed to. The Bill has been resettled by Mr. Wolstenholme, and forwarded by the Incorporated Law Society (U.K.) to the Lord Chancellor.

UNITED LAW SOCIETY.

Monday, February 24.—Mr. J. R. Yates in the chair. Mr. G. H. Goodfellow opened a debate "On the domestic policy of Her Majesty's Government as foreshadowed in the Queen's Speech." Messrs. A. W. Marks, W. S. Sherrington, C. Kains-Jackson, Nevill Tebbutt, C. H. Kirby, A. W. Richardson, and C. Herbert Smith also spoke during the evening.

Monday, March 2.—A smoking concert will be given by this society at 3, King's Bench-walk, Temple. Members are invited to bring their friends.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Preliminary Examination.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 5th and 6th of February, 1896:—

Aaron, Norman Hyam
Adey, John Daniel
Alford, Albert Martin
Archer, Francis John Eustace
Armstrong, Forster Moore
Ashby, William Augustus
Bacon, Charles Darnell
Baker, Alfred
Barker, Geoffrey Hugh Metcalfe
Barrett, Herbert Leslie Crosthwaite
Beal, Richard Edward Bruce
Bennett, William
Bernard, Edward John Courtenay
Birch, Thomas Newbery
Block, William Thomas Barnard
Chadborn, Albert Clement
Clabburn, Louis
Cockcroft, Percy
Collinge, William Hermann
Cordwell, Harry
Cowlard, Edward George
Crump, Dudley James
Curwen, John Neville Saint George
Dade, Bertie
David, Tudor Jenkyn
Davies, David Thomas
Dodds, Phillip Mark
Dodds, Thomas
Drummond, David William
Earl, Guy Stanley
Eaves, Harold Charles
Eddowes, Arthur
Edwards, Francis Hill
Espley, George Herbert
Evans, William
Everett, Ralph Marven
Featherstone, Frederick James
Fenton, Horace Charles
Fink, William Robert
Furley, John Talfourd
Gifford, John Daniel
Greenfield, Edward Hay
Gregory, George Redmayne
Howell, William Mervyn
Humphreys, Philip Noel
Irvine, Peget George
Jackson, Philip Harman
Jennens, Henry Harbridge
King, Edwin Cruickshank
Kingston, Neville
Knocker, Anthony Clive
Landmann, Harold Eric
Léotaud, Felix
Lomer, Walter Reginald
London, Herbert Lonsdale Perry
Marsh, Oswald John
Miller, Charles
Morgan, Reginald
Moser, George
Murray, Arthur Henry
Nickson, Robert Oddie
Ogden, Harry
Owen, Hugh Charles
Paterson, William Wilson
Peele, Joshua John
Peppercorn, Herbert Howe
Pickles, John William
Pooley, John Gurdon Turner
Portnell, Edward William Salathiel
Prideaux, Robert Flemyng
Read, Percy Hamilton
Read, John Hawkes
Ritchie, Robert
Roberts, William
Rumsey, Lucas Eustace
Sagar, John Ormerod
Schmettau, Ernest Frederick
Sharman, Charles Henry Ludovic
Shield, William James
Stockwood, John Arthur
Stubbs, Ivor Frederic Pattinson
Tatton, Ernest John
Taylor, Lawson
Thairlwall, Frederick
Thomas, Abel Rees
Thompson, John Bailey
Thornton, Maxwell Ruthven
Tillet, Eric Decaux
Tillett, Wilfred Sidney
Tomley, John Edward
Venables, Alfred Ernest
Walton, Edwin Reginald
Welch, Henry John
Winder, Clement

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Feb. 11.—Chairman, Mr. Neville Tebbutt. The subject for debate was: "That the case of *Sadler* v. *Great Western Railway Co.* (1895, 2 Q. B. 688) was wrongly decided." Mr. F. G. Jones opened in the affirmative; Mr. A. S. Legge opened in the negative. The following members also spoke: Messrs. E. A. Bell, Herbert-Smith, A. E. Clarke, A. Dickinson, H. Hamilton Fox, R. Leader, A. W. Watson, and E. Cawley. The motion was carried by four votes.

Feb. 18.—Chairman, Mr. A. W. Watson. The subject for debate was: "That the tendency of the modern drama is demoralizing." Mr. Headland Stevens opened in the affirmative; Mr. Nugent Chaplin opened in

the negative. The following members also spoke: Messrs. W. H. Davies, H. Hamilton Fox, Allen, J. S. Wilkinson, A. E. Clarke, W. E. Singleton, S. E. Hubbard, P. Allen, Herbert-Smith, and Cyril Pryor. The motion was lost by two votes.

Feb. 25.—Chairman, Mr. Rupert Blagden. The subject for debate was: "That the case of *Re Bell, Jeffery* v. *Sayles* (1896, 1 Ch. 1) was wrongly decided." Mr. E. H. Thirlby opened in the affirmative, Mr. A. W. Jolly seconded in the affirmative; Mr. A. Dickson opened in the negative, Mr. E. Cawley seconded in the negative. The following members also spoke: Messrs. Singleton, F. G. Jones, A. W. Watson, N. Tebbutt, A. Simon, and F. H. Stevens. The motion was lost by four votes. The subject for debate at the next meeting of the society, on Tuesday, March 3, is: "That Imperial federation is now within the sphere of practical politics."

Leeds Law Students' Society.—A joint debate with the Manchester Law Students' Society was held on Monday, February 17, in the Law Institute, Leeds; Mr. Charles Mellor, barrister-at-law, in the chair. The subject was: "Was the case of *Liles* v. *Terry and Wife* rightly decided by the Court of Appeal?" Mr. A. P. Williamson (Leeds) led in the affirmative, and said it was a well-known rule of equity that a gift from a client to a solicitor was void unless the client had independent advice, and that the rule had been held to apply to gifts made by a client to a wife of his solicitor under the same circumstances. He was seconded by Mr. Joseph Hurst (Manchester). Mr. J. W. Robson (Manchester) led in the negative, and contended that the transaction was not a gift, for the donee would have to perform the covenants to which the property was subject, and this constituted valuable consideration; but even if the transaction were a gift, it was quite valid, for since the Married Women's Property Act, 1882, a gift to a solicitor's wife could no longer be considered tantamount to a gift to the solicitor himself. He was seconded by Mr. W. Pullan (Leeds). In the subsequent discussion Messrs. Oppenheim, Farr, Preston, Wragge, Watson, and Jackson took part. The question was decided in the negative by a majority of one. After the debate the Leeds law students entertained the Manchester law students to dinner at the Queen's Hotel; Mr. Mellor again occupying the chair.

Feb. 24.—Mr. John Bowling in the chair. Mr. R. A. Shepherd, M.A., B.C.L., barrister-at-law, delivered the second of a series of three lectures on "The Law of Landlord and Tenant." He dealt in a most exhaustive manner with the following branches of the subject: Covenants, assignments, attornment clauses, fixtures, and surrenders. The chairman moved, and Mr. G. Whittington seconded, a vote of thanks to the lecturer, which was unanimously carried. Upon the motion of Mr. Shepherd, seconded by Mr. G. E. Foster, a similar compliment was paid to the chairman.

Blackburn and District Law Students' Society.—On Tuesday evening the Blackburn law students held a joint debate with the Bolton law students, in the Grand Jury Room, Town Hall, Bolton, at five o'clock. There was a large attendance of members. Mr. F. W. Coope, solicitor, Bolton, presided. The subject of the debate was as follows: "Mr. H., a business man, making by his personal exertions a large income, about fifty years of age and in good general health, purchases at the shop of Mr. B. a dose of phenacitine, as a cure for headache. Within an hour of taking it he dies, poisoned by strychnine. The dose was served out of a bottle supplied to Mr. B. by Messrs. W., ordered as and labelled 'Phenacitine,' which is a harmless and non-poisonous drug. On being analyzed after Mr. H.'s death it was found that the contents of the bottle consisted of phenacitine, mixed with about 30 per cent. of strychnine. Mr. B. had ordered at the same time from Messrs. W. a bottle of strychnine for making up vermin killer; part of the contents of the bottle supplied in accordance with this order, and duly labelled 'Strychnine' and 'Poison,' were unused, and, on being analyzed, were found to consist of phenacitine only. The contents of the two bottles had, therefore, somehow become mixed, but how was not very clear. Can Mr. H.'s executors sue either Mr. B., the chemist, or Messrs. W., the wholesale druggists, or both, for damages?" The affirmative of the question was taken by the Blackburn Society, for whom Mr. F. Hindle, jun., and Mr. J. Sharples led. The Bolton Society took up the negative side of the question, and they were represented by Messrs. Stubbs and Greenhalgh. Afterwards five or six members of each society took part in the discussion. After Mr. Hindle, for Blackburn, and Mr. Greenhalgh, for Bolton, had replied to the various arguments, the chairman gave his decision in favour of the affirmative, which was to the effect that both the retail chemist and the wholesale druggists were responsible in damages. After the debate the Bolton Society entertained the Blackburn Society to dinner.

CONTINUOUS SITTINGS IN LANCASHIRE.

A largely attended deputation, introduced by Sir James Fergusson, M.P., was received on Wednesday by the Lord Chancellor at the House of Lords. There were present delegates from the Liverpool Chamber of Commerce, the Corporation of Liverpool, the Mersey Docks and Harbour Board, commercial associations, &c.; the Corporations of Manchester, Bootle, Burnley, and Preston; Oldham, Wigan, Warrington, and Barrow-in-Furness Chambers of Commerce; and from the following law societies: Incorporated Law Society of the United Kingdom, the Incorporated Law Society of Liverpool, the Manchester Incorporated Law Association, the Lancaster Law Society, the Preston Law Society, St. Helens and District Law Society, and the Liverpool Law Society. The law societies of Bolton, Blackburn, Ashton-under-Lyne, Stalybridge and district, and North Lonsdale were represented by the delegates from the Liverpool Law Society. The deputation was supported by many members of Parliament.

After the objects of the deputation had been explained and expressed by Mr. M'Arthur, chairman of the Liverpool Chamber of Commerce; Mr. W. H. Holland, president of the Manchester Chamber of Commerce; the Lord Mayor of Manchester; Mr. Alderman Hughes, of Liverpool; Mr. Crossfield, of the Mersey Docks and Harbour Board; Mr. Squarey, solicitor to the Mersey Docks and Harbour Board; the presidents of the Liverpool Law Society and the Manchester Law Society, and the president of the Incorporated Law Society of the United Kingdom,

The Lord Chancellor said: It is impossible not to be very much impressed by so numerous and important a deputation. I do not know that I have ever seen one larger or more representative. I suppose every Government in turn may be credited with the desire that justice should be properly administered. But I confess I am somewhat disappointed at the absence of statistics. The first thing which would be asked when I bring this matter before my colleagues would be that I should point out what goes on at present and what it is that has to be remedied, apart from the question with respect to Admiralty and Divorce, about which I will say a word separately in a moment. It must be remembered when you speak of the importance of Lancashire that it does not stand in the same position as other districts. I think Lancashire already has four assizes in the year for civil causes, and there is no other assize in the kingdom to which so large an amount of judicial force is diverted. Knowing that I should have the pleasure of seeing you here I asked for some returns about what happened during the last assizes, and I find this state of facts—that when the learned judge went on the civil side at Manchester there were only two cases to try. There were about fifty prisoners, and the time allotted was twelve working days, and there were two judges. Taking the average time occupied in the disposal of business, the whole of that work might have been disposed of in eight days. I do not say this is conclusive against what you recommend; but at the same time it is obvious that such a state of things must be taken into consideration. In times gone by, when I was young, unheard causes were made remanets to the next assize. That is no longer so, as the judges clear the list before they go. As I understand, in Lancashire there are two preliminary assizes, the first of which is generally wasted, and the cause to which that is attributed is the fact that nobody is ready, and the causes are postponed for the next assize. That is a matter which does not require legislation, but some greater diligence on the part of those engaged. Reserving the question of Divorce, Admiralty, and Probate, I want to know why nobody has taken the trouble to ascertain in cases tried at Liverpool whether they are all Liverpool cases. What proportion do Liverpool cases bear to cases there tried? And have there been any cases within the last three years which have not been tried by reason of the judge not having time to try them? If on the average there is a judge at hand once a month—for that is what it comes to—it is a strong thing to say that you must have continuous sittings, which will necessarily involve additional judges. Apart from the importance of Liverpool, every subject of her Majesty is entitled to have reasonable facilities for the administration of justice, and Bristol, Newcastle, and Cardiff would be claiming the same sort of thing, and then it would come to continuous sittings throughout the country; and that would mean a considerable addition to the bench. One gentleman said this is no revolutionary change. But if there is to be a permanent judge at Liverpool, Birmingham and Sheffield, for example, quite apart from the seafaring populations, would make a like claim. A word separately on the subject of Probate, Divorce, and Admiralty business. I do not know why Probate cases cannot be tried at assizes. In my time some important cases of that kind were tried on circuit. With reference to Admiralty causes, it has always been supposed to be a great advantage to a commercial community to have such causes tried by a judge perfectly familiar with the subject and of maritime experience. It may be a reason for bringing such cases to London. It is suggested that judges should be taken haphazard, in which case you might have a judge who did not know the parts of a ship. If any evidence can be put before me to justify the addition to the bench which it is obvious would be essential, I will lay the matter before my colleagues. We have had the misfortune to have one or two of the judges ill, and two of them are engaged on election petitions. This is probably an exceptional state of things; but it is clear that an addition to the bench would be necessary, and to that there are many objections. The House of Commons would require a strong case to be made out. When a change was made and four circuits for civil business established, it was confidently anticipated that there would be no cause for complaint. I do not understand why the Passage Court should be erected into the position of the High Court in addition to these continuous sittings, because there is a Bill which gives the Passage Court practically the position of the High Court. None of you have mentioned this matter, and I do not know whether this is the view of the deputation; but that would be an additional mode of disposing of business in Liverpool. I am in hearty sympathy with you in this respect, that I regret if Liverpool causes are not facilitated, and if Liverpool is not satisfied, for it is one of the cardinal duties of any Government to see that no class of her Majesty's subjects should be dissatisfied with the administration of justice and be under the impression that their grievances are not properly attended to. I will make it my especial duty to bring this matter before my colleagues, and if the case is made out I have no doubt my colleagues will be only too anxious to do anything which may lead to the prosperity of Liverpool.

Mr. M'Arthur, in thanking his lordship for receiving the deputation, said they would furnish him with full statistics. With respect to the Court of Passage, it was not the view of the deputation that it should be made a branch of the High Court.

In answer to the question whether the Government would agree not to

oppose the Bill if it were brought in by a private member and referred after second reading to a Select Committee, the Lord Chancellor said that he could at present give no pledge on the subject.

NEW ORDERS, &c.

ORDER IN COUNCIL.

Whereas by an Order in Council dated the twenty-eighth day of July one thousand eight hundred and ninety-three it was directed that the Winter and Summer Assizes as defined in the said Order should be holden as therein provided.

And whereas it is expedient to amend the said Order as regards the Winter Assizes one thousand eight hundred and ninety-six for the county of Gloucester.

Now therefore Her Majesty by and with the advice of Her Most Honourable Privy Council is pleased to order, and it is hereby ordered as follows:—

1. The town of Cheltenham shall, for the Winter Assizes, one thousand eight hundred and ninety-six, be the place where Assizes are holden in and for the county of Gloucester.

2. So much of the said Order of the twenty-eighth day of July one thousand eight hundred and ninety-three as is inconsistent with this Order shall be repealed for the purposes of the said Winter Assizes one thousand eight hundred and ninety-six.

3. Except where the context otherwise requires expressions used in this Order shall have the same meaning as in the said Order of the twenty-eighth day of July one thousand eight hundred and ninety-three.

4. This Order may be amended or added to or repealed by Order in Council.

C. L. PEEL.

TRANSFER OF ACTION.

ORDER OF COURT.

Thursday, the 20th day of February, 1896.

I, Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice CHITTY (1895—H.—No. 318).

Margaret Newman and others v. The Variety Automatic Supply Stores (Limited).

HALSBURY, C.

LEGAL NEWS.

APPOINTMENTS.

Mr. THOMAS RALEIGH, barrister, has been appointed Registrar of the Privy Council, in the place of Mr. G. D. Faber, resigned.

Mr. H. B. HEMMING, barrister, has been appointed to the vacant Reportership on the Incorporated Council of Law Reporting, caused by the death of Mr. Martin Ware. Mr. Hemming will be appointed to Mr. Justice Stirling's court, in succession to Mr. Worsley Knox, transferred to Appeal Court No. 2.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

WALTER LESLIE CALHOUN and RICHARD ERNEST WATT (Calhoun & Watt), solicitors, 61 and 62, Chancery-lane. Feb. 13.

HEPSLEY CRABTREE DUCKWORTH and JOHN MATHERS (Duckworth & Mathers), solicitors, Bradford, Yorks. Sept. 1, 1893. [*Gazette*, Feb. 21.

INFORMATION WANTED.

Re Mr. GEORGE PAVEY, late of Ware, Herts, barge owner and contractor, deceased.—To solicitors, bankers, and all others whom it may concern.—Any person or persons having in his or their possession, or who may have prepared a Will or Codicil for the above deceased, subsequent in date to the 1st day of July, 1876, or who may have attested the execution of any such will or codicil, are requested to communicate with me, the undersigned, forthwith. Dated this 20th day of February, 1896. J. Chalmers-Hunt, solicitor, Ware.

GENERAL.

Mr. Cluer, the police court magistrate, is now, it is stated, quite out of danger.

Mr. Justice Charles has returned from the Continent much improved in general health, but it is very doubtful whether he will resume his judicial duties during the present sittings.

Sir Mountstuart E. Grant Duff, in the course of his presidential address on "The Politics of Aristotle" to the members of the Royal Historical Society, said that he remembered a legal luminary who used to contend that retired judges should be made bishops. Curiously enough, this amusing suggestion might be fortified by a passage in the seventh book of the Politics.

In the House of Commons on the 20th inst., Dr. Kenny asked the Chief Secretary to the Lord Lieutenant of Ireland whether it was his intention, as reported, to bring in this Session a Bill to reduce the judicial establishment in Ireland; and, if so, whether the Bill would provide that the money saved by such reduction should be applied to reducing the fees paid by litigants in Ireland, as suggested in a paper dealing with the subject recently read by Mr. A. W. Samuels, Q.C., before the Statistical Society of Ireland. Mr. Gerald Balfour: The reply to the first part of the question is in the affirmative, but it would be premature at present to disclose the provisions of the Bill.

At the Central Criminal Court this week, before the Recorder, John Arthur Hales, aged fifty-one, a solicitor, who pleaded guilty last sessions to forging and uttering the indorsement on a warrant and authority for the payment of £6,137 8s. 9d. with intent to defraud, was brought up for sentence. The case had been adjourned to enable the prisoner to make restitution and for inquiries as to his state of mind. Mr. Kemp, Q.C., for the prisoner, said that the sum of £2,000 left in the bank had been handed to the prosecutor, and a house had been transferred also to him. This was all that the prisoner had been able to do in the way of restitution; but as to the prisoner's state of mind, he had present Dr. Savage and Dr. Wingrove, and the former described the prisoner as a "monomaniac of persecution." The Recorder said the evidence as to the prisoner's state of mind was a matter more for the Home Secretary. The prisoner had been guilty of a most deliberate and ingenious fraud, and had by his forgery succeeded in getting a very large sum of money, and, having regard to his (the prisoner's) position as a solicitor, he (the Recorder) could not pass a less severe sentence than that of five years' penal servitude.

The Local Government Board have, in pursuance of the powers conferred upon them by the Local Government Act, 1894, issued orders prescribing rules for the ordinary election of guardians in the present year in each parish outside London entitled to elect guardians in that year. The day of election is to be Monday, the 30th of March, or such other day not earlier than Saturday, the 28th of March, nor later than Wednesday, the 1st of April, as may for special reasons be fixed by the town council. The hours during which the poll is to be open are to be such as shall be fixed by the town council by any general or special order; but if at the time of the election no such order is in force in any particular parish, the poll is to be open during the hours fixed by the town council for the first election of guardians for the parish. In connection with this matter the Board point out the importance of the hours during which the poll is to be open being fixed by the town council in the case of any new parish in which an election of guardians has to be held this year, if there is no order in force fixing the hours of the poll. In every instance the poll must be open between the hours of six and eight o'clock in the evening.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, March	2	Mr. Jackson	Mr. Lavie	Mr. Bolt
Tuesday	3	Clowes	Carrington	Farmer
Wednesday	4	Jackson	Lavie	Bolt
Thursday	5	Clowes	Carrington	Farmer
Friday	6	Jackson	Lavie	Bolt
Saturday	7	Clowes	Carrington	Farmer
		Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, March	2	Mr. Ward	Mr. Pugh	Mr. Godfrey
Tuesday	3	Pemberton	Beal	Leach
Wednesday	4	Ward	Pugh	Godfrey
Thursday	5	Pemberton	Beal	Leach
Friday	6	Ward	Pugh	Godfrey
Saturday	7	Pemberton	Beal	Leach

BIRTHS, MARRIAGES, AND DEATHS.

DEATH.

POOL—Feb. 23, at 32, Medina-road, Holloway, suddenly, William Bews Pool, of Plymouth, formerly of Messrs. Lamberts, but for the last fifteen years managing common law clerk to Mr. Wm. Sharp, of Walbrook. Much valued and respected. Aged 62.

WINDING UP NOTICES.

London Gazette—FRIDAY, Feb. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GRETA COLLIERIES, LIMITED—Creditors residing in the United Kingdom are required, on or before April 2, and creditors residing elsewhere on or before June 19, to send their names and addresses, and particulars of their debts or claims, to Mr Alfred Page, 35,

King st, Cheapside. Monday, April 27, at 12, is appointed for hearing and adjudicating upon the debts and claims of creditors resident in the United Kingdom, and Tuesday, July 14, at 12, for such of the creditors as reside elsewhere

HAMPTON-IN-ARDEN VILLAGE AND DISTRICT HALL CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 10, to send their names and addresses, and particulars of their claims, to Mr George Leonard Leigh, Hampton-in-Arden. Chinn, Birmingham, solor for liquidator

INDIAN ENGINEER CO, LIMITED—Petn for winding up will be re-heard on Monday, March 2. Summerhays, Eastcheap bldgs, Eastcheap, solor for petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 29

LIVINGSTONE SYNDICATE, LIMITED—Petn for winding up, presented Feb 19, directed to be heard on Monday, March 2. Hays & Co, 31, Abchurch lane, solors to petner. Notice of appearing must reach the above named not later than 2 o'clock in the afternoon of Feb 29

PRUDENTIAL INVESTMENT CO, LIMITED—By an order made by Vaughan Williams, J., dated Jan 24, it was ordered that the voluntary winding up of the company be continued. Hands, 97, Gresham st, solor for petner

ROBERTS & ROBERTS, LIMITED—Petn for winding up, presented Feb 11, directed to be heard on March 2. Crowders & Vizard, 55, Lincoln's inn fields, solors for petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 29

UNION MORTGAGE, BANKING, AND TRUST CO, LIMITED—Petn for winding up, presented Feb 20, directed to be heard on March 2. Paterson, 16, Finsbury circus, solor for petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of March 1

VICTORIA AND ALTAMIRA, LIMITED—Creditors are required, on or before March 21, to send their names and addresses, and particulars of their debts or claims, to T. H. Watson, John Orlando Law, and L. C. Alexander, Broad st avenue

YNOSAN CO, LIMITED—Creditors are required, on or before April 4, to send their names and addresses, and particulars of their debts or claims, to William George Beach, 24, Coleman st

FRIENDLY SOCIETY DISSOLVED.

FULHAM AND HAMMERSMITH WOMEN'S BENEFIT SOCIETY, 23, Bridge rd, Hammersmith, W. Jan 15

London Gazette.—TUESDAY, Feb. 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BURY AND ELTON COMMERCIAL CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 23, to send their names and addresses, and particulars of their debts or claims, to Thomas Parkinson and Charles Robert Scholes, Stanley bldgs, Silver st, Bury. Butcher & Barlow, Bury, solors to liquidators

HUNTINGDONSHIRE POST CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required on or before March 24, to send their names and addresses, and particulars of their debts or claims, to Frederick Gimblett, New inn chbrs, Strand. Maule, Huntingdon, solor to liquidator; Bailey, solor, New inn chbrs, Strand

FRIENDLY SOCIETIES DISSOLVED.

DUNSTABLE FRIENDLY SOCIETIES MEDICAL ASSOCIATION, Lanark House, High st, Dunstable, Bedford. Feb 19

FOX AND DOG INN £30 MONEY CLUB (No 4), Baths Hotel, Smith-st, Rochdale, Lancs. Feb 19

LIVERPOOL UNITED FRIENDLY TONTINE SOCIETY, 190, Richmond row, Liverpool. Feb 19

ST. IVES FISHING BOATS MUTUAL INSURANCE CLUB, Loft, nr Court Cocking, St Ives, Cornwall. Feb 19

WHITTLEBURY FRIENDLY SOCIETY, Fox and Hounds Inn, Whittlebury, Towcester, Northampton. Feb 19

WOOLWICH EXCELSIOR WORKING MEN'S CLUB, 56, Church st, Woolwich, Kent. Feb 19

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 7.

ASHMEAD, GEORGE CULLEY, Clifton, Bristol April 5 Thomas, Bristol

AVENELL, WILLIAM JAMES, Ingatestone, Essex March 7 Ravenscroft & Co, John st, Bedford row

BUDLEY, EMMA, Leicester March 31 Freer & Co, Leicester

BUCHALL, MARY, Billinge, Lancaster Feb 29 Tyrer, St Helens

BONAPARTE, Prince LOUIS CLOVIS, Chepstow villas, Bayswater March 25 Woodforde, Red Lion sq

BRODRICK, GEORGE, Bow Churchyard, Cheapside April 1 Bell & Co, Gt Trinity lane

BROWN, WALTER FREDERICK, Ringwood, Southampton, Brewer's Manager March 7 Hulbert & Crowe, Broad st bldgs

BURE, JOHN, Kingston upon Hull, Gent March 9 Shackles & Son, Hull

CARTER, MARY, Kingston upon Hull March 9 Shackles & Son, Hull

CLARK, WILLIAM, Winlaton, Durham, Innkeeper March 11 Mark Pybus, Newcastle upon Tyne

CLEGG, JOHN TRAVIS, Crompton, nr Oldham, Cotton Spinner March 23 Sale & Co, Manchester

COCKBURN-HOOD, BELL, Cornwall gdns, South Kensington March 5 Walls & Co, Old Jewry

COOTE, Sir CHARLES HENRY, Ballyfin, Queen's County, Ireland March 25 Young & Co, Essex st, Strand

CROSS, RICHARD, Oxford, Esq March 21 Walsh, Oxford

DAIN, HENRIETTA, Royals, Aston, Nantwich March 1 Hadley & Dain, Birmingham

DAVIES, MARY LLOYD, Llanrwst, Denbigh March 2 David & Co, Llanrwst

DICKINSON, HARTLEY, Hapton, Lancaster, Builder April 5 Steele, Burnley

EDWARDS, MARY, Liverpool March 1 Evans & Co, Liverpool

FISHER, MARY ANN, Northampton April 6 Dennis & Faulkner, Northampton

FRANKLIN, ABRAHAM, Cheltenham March 18 Lay & Co, Cheltenham

GRIGSON, EDWARD ROBERT, Watton, Norfolk, Solicitor March 25 Grigson, Norwich

GRIMWOOD, JOSEPH HAYDN, Ipswich, Corn Merchant March 7 Jennings & Haward, Felixstowe

HILL, GEORGE, Templeborough, York, Steel Melter March 25 Oxley & Coward, Rotherham

HILLS, Rt Rev GEORGE, D.D., Parham, Suffolk March 3 Fladgate & Co, Craig's ct, Charing Cross

HOLT, ELIZABETH, Liverpool March 7 Berry, Liverpool

HOPPER, WILLIAM JOHNS, Westbourne pl, Eaton sq Feb 29 Eyre & Co, John st, Bedford row

ISHERWOOD, ROBERT, Langford, Bedford, Farmer Mar 1 Wade-Gery & Broomhead, Shefford

JOSEPH, HENRY DUNDAS, Skidmore st, Mile End, General Dealer Feb 29 Iliffe & Co, Bedford row

KELSALL, JOSEPH, Waterloo, Liverpool, Fish Merchant May 6 Garnett & Co, Liverpool

LAWTON, SARAH MARGARET CARNIE, Brighton Mar 10 Rowntree, Oldham

MANNING, HENRY, Freemantle, Southampton Mar 7 Tylee & Mortimer, Romsey, Hants

MEINERTZHAGEN, FREDERICK HUTH, Waimarama, Hawkes Bay, New Zealand, Sheep Farmer March 14 Kimber & Co, Lombard st

MELLOR, JOHN, Heaton Mersey, Lancaster, Farmer March 25 Lawson & Co, Manchester

MILES, SARAH, Old Radnor, Radnor March 1 Temple & Dhilpin, Kington, Herefordshire

MITCHELL, Rev OLIVER, Sutherland sq, Walworth March 10 C & E Woodroffe, Gt Dover st, Southwark

MOSES, THOMAS, Preston Patrick, Westmoreland, Farmer Feb 28 Watson & Chorley Kendal

MOYLE, WILLIAM THOMAS, Crowan, Cornwall, Veterinary Surgeon March 14 Walter Tyacke, Helston

PEIRCE, RICHARD, Brighton, Innkeeper March 12 Nye, Brighton

RANSOM, ELIZA, Skirbeck, Lincoln March 24 Harwood, Boston

RANSOM, WILLIAM, Warminster, Wilts, Gent March 1 Wakeman & Blecok, Warminster

RAWLINGS, MARION FLORENCE, Greville pl, Kilburn April 30 Ryan, Gt James st

RICHARDSON, JOHN, Middleton, Lancaster, Oil Merchant March 5 Clark & Jackson, Oldham

RYAN, FRANCIS CURTEIS, Earlsfield rd, Wandsworth Common June 30 Ryan, Gt James street

SHARPE, FREDERICK, Brighton, Stockbroker March 19 Rebders & Higgs, Mincing lane

SINGLETON, JOHANNA, Liverpool March 9 Pennington & Higson, Liverpool

STANGER, JANE, Aspatria, Cumbrld Feb 29 Richardson & Crookes, Wigan

SUTTON, JOSEPH, Sandy, Bedford, Licensed Victualler March 6 Conquest & Clare, Bedford

TAYLOR, WILLIAM, Weston pk, Crouch End Feb 29 Clear & Green, Old Serjeants' inn

UPTON, ELIZA, Skirbeck, Lincoln March 24 Harwood, Boston

WILLIAMS, JOHN, Killay, Glam, Farmer Feb 29 Viner & Co, Swansea

WILLIAMS, THOMAS, Liverpool, Shipsmith March 7 Mason & Co, Liverpool

London Gazette.—TUESDAY, Feb. 11.

ADDICOTT, JAMES, Hoylake, Chester March 20 Cleaver & Co, Liverpool

BLUNDELL, NICHOLAS, Crosby, Lancs, Esq March 25 Weld & Thomson, Liverpool

BOWEN, GEORGE THOMAS, Oxford, Glove Manufacturer March 25 Wilkins & Toy, Chipping Norton

BRETT, EDWIN JOHN, Fleet st May 1 Ashley & Co, Frederick's pl

BRIDGEN, THOMAS EDWARD, Fallowfield, Manchester March 25 Banks & Co, Liverpool

BRIDGER, HELENA CATHERINE AGNES FIENNES, Brighton March 6 Blyth & Co, Gresham House

CAVALIER, HENRY JOSEPH, Putney, Grocer March 3 Goldring & Bell, Gt Tower st

CARROW, JANE, Weston super Mare March 28 Prior & Co, Lincoln's inn fields

COPE, ELIZA JANE, Nottingham March 31 Hamlin & Co, Fleet st

DE TRAFFORD, AUGUSTUS HENRY, Tamworth, Esq March 25 Weld & Thomson, Liverpool

DUNN, JOHN, Stoke Devonport March 31 Albert & Co, Devonport

EVANS, GEORGE, Bermondsey March 20 Bayley & Co, Potters fields, Tooley st

EVANS, CHARLES THOMAS, Deal, Kent, Licensed Victualler March 15 Brown & Brown Deal

FOWLER, SARAH ANN, Knottingley, York March 9 Foster & Co, Pontefract

HALL, ISABELLA, Sunderland March 10 Hannay, 8th Shields

HOWGATE, JOSEPH, Wakefield March 21 Stewart & Co, Wakefield

HUME, Rev HENRY STERN, Lowestoft March 31 Long & Gardiner, Lincoln's inn fields

JENNINGS, JOSEPH WILLIAM, Caversham rd, Camden Town June 1 East, Basinghall s,

JOHNSON, ROBERT ABSALOM, Tredegar sq, Mile End, Stepney Brass Founder March 26 Anning & Co, Cheapside

LOBLEY, JAMES, Batley, York, Shuttlemaker March 16 Brearley, Batley

MCCALLAN, ELLEN, Bolton grdns, Kensington March 11 Rundle & Hobrow, Basinghall street

METCALF, WILLIAM, Leeds April 1 Dawson & Chapman, Leeds

MILLARD, SIMON, Willesden lane, Gent March 11 Rundle & Hobrow, Basinghall st

MILLS, ALFRED, Walsall, Stafford, Currier Feb 29 Cotterell & Co, Walsall

NORRIS, WILLIAM, Billiter sq bldgs, Shipbroker Mar 9 Mear & Fowler, Old Serjeants' inn, W C

O'BRIEN, DANIEL, Liverpool, Bookkeeper Mar 14 Mackay, Liverpool

PURDON, JANE BATES, Halewood, Lancs April 13 Harrison & Burton, Liverpool

REES, WILLIAM EVAN, Ilkley, York Mar 16 Gordon & Co, Bradford

RICHARDS, CATHERINE, Syston Court, Gloucester Mar 28 Prior & Co, Lincoln's Inn fields

SCHNUREL, MATHIAS, Lorraine, Germany Mar 10 Goldberg & Co, West st, Finsbury circus, E C

SMART, WILLIAM, Corsham, Wilts Mar 10 Keary & Stokes, Chippenham

SZYMANSKA, ELIZABETH, Holland st, Kensington March 7 Meynell, Furnival st

THORNE, HARRY SIMPSON, Mornington rd, Regent's Pk, Gent March 18 Keeping & Glosg, Lombard st

VICKERY, CATHERINE, Durston, Somerset March 31 Reed & Cook, Taunton

WHITMAN, FREDERICK, Roehampton, Surrey March 10 Hare & Co, Temple chmbrs

WRIGHT, CHARLOTTE, Evesham, Worcs March 25 Byrch & Cox, Evesham

London Gazette.—FRIDAY, FEB. 14.

BAXTER, ISAAC, Beare Green, nr Dorking, Surrey, Blacksmith March 4 Hart & Co, Dorking

BOTTOMLEY, WILLIAM, Northampton, Schoolmaster March 12 Pellatt, Banbury, Oxon

BUCKLEY, JAMES, Ashton under Lyne, Grocer March 31 Eaton, Ashton under Lyne

CAVE, ELIZABETH, Merton, Oxford Feb 29 Coggins, Deddington

COAD, RICHARD HENRY, Aldersgate st, Tobacco Manufacturer March 31 Kilsby & Son, College hill, Cannon st, EC

COPPEN, SAMUEL, Suffolk, Farmer April 1 Westhorp & Co, Ipswich

D'ARCY, FRANCES JULIA, Goldhurst terrace East, South Hampstead March 13 Rubin Old Jewry

DAVIS, ELIZABETH, Plymouth March 30 Rooker & Co, Plymouth

DICKSON, GEORGE, Dublin, Merchant March 25 Budd & Co, Austinfriars

DODDS, CHRISTOPHER GREGORY, Lincoln, Farmer March 21 Freer & Co, Lincoln

EVANS, WILLIAM JOSEPH, Southsea, Gent March 30 Cousins & Burbidge, Portsmouth

FARMER, MARTHA, Waterloo, Lancs April 11 Forshaw & Hawkins, Liverpool

GARLAND, EMILY ANN, Cornwall gate, Regent's Park April 7 Tidy & Tidy, Sackville st
GEDDES, ELEANOR, Langham rd, West Green, Tottenham March 21 Clarkson & Co, Lime st
GRAY, MARY ANN, Sheffield March 21 Vickers & Co, Sheffield
GRIFFITHS, MARY HARRIOT, Oakley st, Chelsea March 21 Clarkson & Co, Lime st
HADFIELD, JOHN, Ashton under Lyne March 21 Ellison, Ashton under Lyne
HOLLAND, BENJAMIN, Tetford, Lincoln, Gent March 12 Tweed & Co, Lincoln
HOLROYD, Judge HENRY, Hyde Park, Esq April 12 Bros, Wormwood st
HURST, GEORGE FREDERICK, Manchester, Gent March 23 Smith & Co, Manchester
KLUG, CHRISTIAN, Regent st April 11 Emanuel & Simmonds, Finsbury circus
LUMBY, Rev JOSEPH RAWSON, Grantchester, Cambs March 25 Burrows, Cambridge
MACDONALD, JOHN HADDOW, Kew, Melbourne, Victoria, Gent March 15 Keen & Co, Knightrider st
MANSELL, CHARLES THOMAS, Rickmansworth, Herts March 16 Forbes & Son, London st, Fenchurch st
MORGAN, PERCY KITELEY, Elm Tree rd, St John's Wood, Engineer March 10 Goodman, Bishopsgate st Without
PULLEN, RICHARD, Brewood, Staffs, Gent March 7 Underhill & Thorneycroft, Wolverhampton
ROWSON, SUSANNA, Gt Glen, Leicester March 25 Berridge & Sons, Leicester
SAVAGE, GEORGE, Southampton, Fish Salesman March 14 Newman, Southampton
SHARLAND, HERBERT HENRY, Thavies inn, Optician March 31 Letts Brothers, Bartlett's bldgs
SHAW, WILLIAM, Farnley, near Huddersfield, Farmer March 12 Laycock & Co, Huddersfield
SORTON-PARRY, ROBERT, Paignton, Devon March 25 Godden & Co, Old Jewry
SMITH, ALICE, Chingford, Essex Mar 25 Johnsons & Co, Birmingham
STOCK, THOMAS, Whitmore rd, Hoxton, Baker April 30 Wyatt, Hayter rd, Brixton hill, S W
TEIXEIRA, JOSE BERNARDINO, Chichester, Esq Mar 31 Raper & Co, Chichester
THOMPSON, WILLIAM, Sunderland, Esq Mar 7 Dixon & Co, Sunderland
WATERHOUSE, FREDERICK, Upper Richmond rd, Putney, Gent Mar 25 Stanley Evans & Co, Theobald's rd
WATSON, THOMAS, Nottingham, Provision Dealer March 15 Turner & Barrows, Nottingham
WATT, ALLAN BROWN, Gent, Brisbane, Queensland March 25 Blyth & Co, Cannon st, E C
WILLIAMS, ANN MARY, Pitchcombe, nr Stroud, Glos March 14 Haines & Sumner Gloucester
WILLIS, Rev CHARLES FRANCIS, Lincoln March 1 Larken & Co, Newark
WOODALL, EDWARD, Kingswinford, Staffs, Colliery Proprietor April 30 Shorthouse & Co, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 21.

RECEIVING ORDERS.

BALDWIN, JAMES SMITH, Preston, Lancs, Joiner Preston Pet Feb 15 Ord Feb 17
BECK, SAMUEL, and LAWRENCE BECK, Brushfield st, Glass Merchants High Court Pet Feb 19 Ord Feb 19
BIRD, EDWARD, Hammersmith, Wheelwright High Court Pet Jan 20 Ord Feb 18
BRAMWELL, JOSEPH, Chapel en le Frith, Derbyshire, Grocer Stockport Pet Feb 18 Ord Feb 18
BROADBRIDGE, GEORGE, West Wittering, Sussex, Farmer Brighton Pet Jan 23 Ord Feb 17
BROUGHAM, ROGERS, & Co, Twickenham, Builders Brentford Pet Jan 31 Ord Feb 18
BROWN, ALFRED, Mountain Ash, Glam, Greengrocer Aberdare Pet Feb 19 Ord Feb 19
BROWNE, WILLIAM PAYNTER BARTON, Bedford row, W.C., Solicitor High Court Pet Feb 18 Ord Feb 18
COX, CHARLES FREDERICK, Marylebone, Grocer High Court Pet Feb 19 Ord Feb 19
CUTTING, CHARLES, West Smithfield High Court Pet Jan 27 Ord Feb 17
DANES, JEROME, Sandy, Beds Bedford Pet Feb 18 Ord Feb 18
DEEPROSE, AMOS, Bolton on Dearne, Yorks, Bricklayer Sheffield Pet Feb 19 Ord Feb 19
GARRUD, WILLIAM FRANCIS, Bond st, Manufacturing Jeweller High Court Pet Feb 17 Ord Feb 17
GUNNING, FREDERICK WILLIAM, Sketty, Glam, Milk Salesman Swansea Pet Feb 15 Ord Feb 15
HANCOCK, JAMES, Didsbury, Case Maker Manchester Pet Feb 19 Ord Feb 19
C E HIBBURD & Co, Birmingham, Metal Brokers Birmingham Pet Feb 6 Ord Feb 17
JESSOP, AUGUSTUS STONEBRIDGE, Hale End, Walthamstow Farmer High Court Pet Feb 19 Ord Feb 19
MASON, WILLIAM FREDERICK, Leicester, Counterman Leicester Pet Feb 15 Ord Feb 15
MCNEFF, GEORGE, Clerkenwell rd, Licensed Bailiff High Court Pet Feb 1 Ord Feb 19
NICHOLSON, ARTHUR WALKER, Penarth, Glam, Solicitor Cardiff Pet Feb 15 Ord Feb 15
OSTLE, ASHLEY SHERWEN, Dovenby, Cumbrid, Joiner Workington Pet Feb 17 Ord Feb 17
SMITH, THOMAS, Brighton, Ham Dealer Brighton Pet Feb 19 Ord Feb 19
STEVENS, EDWIN MITCHELL, George st, Euston rd, Provision Dealer High Court Pet Feb 18 Ord Feb 18
WARDMAN, JAMES, Leeds, Boot Manufacturer Leeds Pet Feb 15 Ord Feb 15
WARNER, JAMES BISSETT, Bristol, Tailor Bristol Pet Feb 18 Ord Feb 18
WILLIAMSON, JOHN, Arnold, Notts Nottingham Pet Feb 18 Ord Feb 18
WOODD, JOHN, Leeds Leeds Pet Feb 17 Ord Feb 17

Amended notice substituted for that published in the London Gazette of Feb. 14:

EVANS, DANIEL JOHN, Merthyr Tydfil, Hosier Merthyr Tydfil Pet Feb 12 Ord Feb 12

FIRST MEETINGS.

ANDREW, THOMAS, Oldham, Grocer Feb 28 at 3.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
ARCHIBALD, GEORGE TOMLINSON, Workington, Cumbrid, Chemist March 2 at 3 Court House, Cockermouth
AVGHERINO, NICHOLAS, Queen Victoria st, Merchant March 3 at 2.30 Bankruptcy bldgs, Carey st
BALDWIN, JAMES SMITH, Preston, Lancs, Joiner March 2 at 3 Off Rec, 14, Chapel st, Preston
BERRY, JOHN, Westbourne rd, Barnsbury, Coal Merchant Feb 28 at 2.30 Bankruptcy bldgs, Carey st
BUTLER, CHARLES PHILIP, Cambridge, Baker March 4 at 12 Off Rec, 5, Petty Cury, Cambridge
CARR, RANDLE THOMAS, Coalbrookdale, Salop, Farmer March 4 at 12.30 County Court, Madeley
COHEN, A M, Brighton March 3 at 12 Off Rec, 4, Pavilion bldgs, Brighton
CROOK, GEORGE, Shawfield st, Chelsea, Builder March 3 at 12 Bankruptcy bldgs, Carey st
ELLIS, MORGAN THOMAS, Tonypandy, Glam, Wine Merchant Feb 28 at 3 65, High st, Merthyr Tydfil
FARRANT, WALTER, Swansea, Florist Feb 28 at 12 Off Rec, 31, Alexandra rd, Swansea
HARPER, ABRAHAM, Otley, Leeds, Carter Feb 28 at 11 Off Rec, 22, Park row, Leeds
HEATHCOCK, WILLIAM, the younger, Rock Ferry, Cheshire Mar 3 at 12 Off Rec, 35, Victoria st, Liverpool
HOBART, AUSTIN, Swansea, Colliery Proprietor Mar 2 at 12 Off Rec, 31, Alexandra rd, Swansea
HOLLIDAY, JAMES DAVID WATSON, Birchfield st, Poplar, House Decorator Feb 28 at 2.30 Bankruptcy bldgs, Carey st
HOPKINS, JOSEPH, Bedford, Pianoforte Dealer Feb 28 at 12 Bankruptcy bldgs, Carey st
ISAACS, HENRY ISAAC, Birkenhead, Butcher's Agent Mar 2 at 12 Off Rec, 35, Victoria st, Liverpool
JEFFERIES, FREDERICK WILLIAM, Dewsbury, York, Stock Broker Feb 28 at 3 Off Rec, Bank chmbrs, Batley
JONES, JOHN, Newport, Mon, Rubber Dealer Mar 2 at 11 Off Rec, Gloucester Bank chmbrs, Newport, Mon
JONES, THEOPHILUS TOM, Pontymister, Mon Mar 2 at 11.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
MILLER, THOMAS OLIVER, Hastings, Builder Mar 2 at 12 Young & Sons, Bank bldgs, Hastings
MORGAN, STEPHEN WILLIAM, Carmarthen, Fruiterer Mar 2 at 3 Off Rec, 4, Queen st, Carmarthen
NEWTON, GEORGE WILLIAM, Sunderland, Grocer Feb 28 at 3.15 Off Rec, 25, John st, Sunderland
OSTLE, ASHLEY SHERWEN, Dearham, Cumberland, Joiner Mar 2 at 3.15 Court house, Cockermouth
POCOCK, HERBERT LLEWELYN, St Leonard's on Sea, School Principal Mar 2 at 12.30 Young & Son, Bank bldgs, Hastings
REYNOLDS, ARTHUR DOUGLAS, Liverpool, Surgical Instrument Maker March 4 at 2 Off Rec, 35, Victoria st, Liverpool
ROBINSON, KENDALL, Blyth, Northumbrid, Journalist March 9 at 11.30 30, Moseley st, Newcastle on Tyne
SHANE, ISAAC MINDEN, Stroud, Glos, Master Tailor March 3 at 11 Off Rec, 15, King st, Gloucester
STREET, EDWARD, HENRY WILLIAM COOKSEY, and JAMES WRIGHT, Clerkenwell rd, Bookbinders Feb 28 at 11 Bankruptcy bldgs, Carey st
SUGDEN, WILLIAM ALBERT, Halifax, Coal Merchant Feb 29 at 11 Off Rec, Townhall chmbrs, Halifax
THOMAS, EDWARD, Newcastle on Tyne, Draughtsman March 5 at 10.30 30, Mosley st, Newcastle on Tyne
THOMAS, JAMES, Swansea Feb 28 at 2.30 Off Rec, 31, Alexandra rd, Swansea
TURNER, GEORGE EDWIN, Newport, Mon, Grocer March 2 at 12 Off Rec, Gloucester Bank chmbrs, Newport, Mon
VAREY, FRANCIS, Darlington, Durham, Painter March 4 at 3 Off Rec, 8, Albert rd, Middlesborough
WADLAND, CHARLES, Cleethorpes, Lincs, Butcher's Manager Feb 29 at 11 Off Rec, 15, Osborne st, Gt Grimsby
WHITE, EDWIN, Merthyr Tydfil, Picture Frame Maker March 2 at 12 65, High st, Merthyr Tydfil
POLITACHI, PAUL PLATO, Manchester Feb 28 at 3 Ogden's chmbrs, Bridge st, Manchester

ADJUDICATIONS.

ARCHIBALD, GEORGE TOMLINSON, Workington, Chemist Cockermouth Pet Jan 29 Ord Feb 19
BRAMWELL, JOSEPH, Chapel en le Frith, Derbys Stockport Pet Feb 18 Ord Feb 18
BROWN, ALFRED, Mountain Ash, Glam, Greengrocer Aberdare Pet Feb 19 Ord Feb 19
BROWNE, WILLIAM PAYNTER BARTON, Bedford row, Solicitor High Court Pet Feb 18 Ord Feb 18
BURNETT, EDWIN, Dorchester, Solicitor Dorchester Pet Jan 1 Ord Feb 17
CLAYTON, THOMAS HENRY, Maldon, Saddler Chelmsford Pet Feb 7 Ord Feb 14
DANES, JEROME, Sandy, Beds Bedford Pet Feb 18 Ord Feb 18
DAVEY, R, Balham, Baker Wandsworth Pet Jan 17 Ord Feb 19
DEEPROSE, AMOS, Bolton on Dearne, Yorks, Bricklayer Sheffield Pet Feb 19 Ord Feb 19
FEGES, MARGARET EDITH, Hereford Hereford Pet Jan 1 Ord Feb 19
GARRUD, WILLIAM FRANCIS, Blenheim st, Bond st, Manufacturing Jeweller High Court Pet Feb 17 Ord Feb 17
GUNNING, FREDERICK WILLIAM, Sketty, Glam, Milk Salesman Swansea Pet Feb 15 Ord Feb 15
HODSON, JOHN, Briercliffe, Lancs Burnley Pet Jan 14 Ord Feb 18
JENNINGS, GEORGE, Craig's ct, Charing Cross High Court Pet Jan 29 Ord Feb 18
JONES, JOHN, Newport, Mon, Rubber Dealer Newport, Mon Pet Jan 21 Ord Feb 19
LITTLE, ROBERT BILBY, Standon, Herts Hertford Pet Jan 1 Ord Feb 8
OSTLE, ASHLEY SHERWEN, Dearham, Cumberland, Joiner Cockermouth Pet Feb 17 Ord Feb 17
ROSENTHAL, JULIUS LOEWE, Southampton st, Fitzroy sq High Court Pet Jan 28 Ord Feb 17
SANDERS, SAMUEL, Totnes, Devon, Carriage Builder Plymouth Pet Jan 20 Ord Feb 19
SEARLE, ALFRED EDWARD, St Budeaux, Devon, Builder Plymouth Pet Jan 6 Ord Feb 19
SHERWOOD, WILLIAM, Wallis Down, Dorset, Builder Poole Pet Dec 5 Ord Feb 15
STEVENS, EDWIN MITCHELL, George st, Euston rd, Provision Dealer High Court Pet Feb 18 Ord Feb 18
THOMAS, HERBERT JOHN, Bermondsey New rd, Butcher High Court Pet Jan 30 Ord Feb 18
WARDMAN, JAMES, Leeds, Boot Manufacturer Leeds Pet Feb 15 Ord Feb 15
WARNER, JAMES BISSETT, Bristol, Tailor Bristol Pet Feb 18 Ord Feb 18
WILLIAMSON, JOHN, Arnold, Notts Nottingham Pet Feb 18 Ord Feb 18
WOODD, JOHN, Leeds Leeds Pet Feb 17 Ord Feb 17

Amended notice substituted for that published in the London Gazette of Feb. 14:

EVANS, DANIEL JOHN, Merthyr Tydfil, Hosier Merthyr Tydfil Pet Feb 11 Ord Feb 12

London Gazette.—TUESDAY, Feb. 25.

RECEIVING ORDERS.

ALDRIDGE, THOMAS, Kidderminster, Innkeeper Worcester Pet Feb 12 Ord Feb 22
BARTLE, GEORGE WILLIAM, Worksop, Notts, Rope Manufacturer Sheffield Pet Feb 20 Ord Feb 20
BOWLAN, CHARLES OSCAR, Cardiff, Ship Painter Cardiff Pet Feb 19 Ord Feb 19
COOPER, GEORGE, Torkard, Notts, Coal Miner Nottingham Pet Feb 20 Ord Feb 20
COOPER, JOSEPH, Shrewsbury, Carpenter Shrewsbury Pet Feb 20 Ord Feb 20
CROSSE, HARRY PERCY GOTT, Norwich Norwich Pet Jan 28 Ord Feb 21
DAMANT, ERNEST RUPERT MAXWELL, Bethune rd, Stoke Newington, Lead Merchant High Court Pet Feb 20 Ord Feb 20
DAWBINEY, HARRIET, Brynmawr, Breconshire, Hardware Dealer Tredegar Pet Feb 20 Ord Feb 20
DEWSBURY, JOSEPH WILLIAM GEORGE, Walsall, Leather Factor Walsall Pet Feb 21 Ord Feb 21
EVANS, WILLIAM, Carmarthen, Builder Carmarthen Pet Feb 21 Ord Feb 21
FEARN, FRANCIS, Parwich, Staffs, Licensed Victualler Burton on Trent Pet Feb 17 Ord Feb 17
FRANCIS, ARTHUR, Selsdon rd, Croydon, Woodbroker Croydon Pet Feb 20 Ord Feb 20
FRY, F C, Granville pk, Blackheath, Agent Greenwich Pet Jan 28 Ord Feb 18
HADLEY, WILLIAM HOPTON, Warwick, Stationer Warwick Pet Feb 21 Ord Feb 21
HEFNER, MAX SIMON ADOLPH, New Zealand avenue, E C, Publisher High Court Pet Feb 20 Ord Feb 20
HISCOCK, HENRY, Shaftesbury, Dorsetshire, Mason Salisbury Pet Feb 20 Ord Feb 20
HOLFORD-STEVENS, WILLIAM, and ERNEST HOLFORD-STEVENS, Brighton, Auctioneers Brighton Ord Feb 21
HOLT, ROBERT GLADHILL, Ravensthorpe, Yorks, Confectioner Dewsbury Pet Feb 20 Ord Feb 20
HOWELL, DAVID, Newport, Grocer Newport, Mon Pet Feb 21 Ord Feb 21
JACKSON, A E, Westbourne sq High Court Pet Feb 1 Ord Feb 20
JONES, JOHN, Commercial rd East, Dairyman High Court Pet Jan 21 Ord Feb 21
JONES, SIDNEY ALLEN, Carshalton, Surrey Croydon Pet Feb 19 Ord Feb 19
LAMBERT, FRANCES, and ALBAN LAMBERT, Birmingham Boot Dealers Birmingham Pet Jan 24 Ord Feb 21
LEWIS, FLOYD WEDLAKE, Avenue rd, Acton, Clerk Brentford Pet Feb 19 Ord Feb 19
MAY, EDITH, Ware, Herts, Milliner, Hertford Pet Feb 20 Ord Feb 20
MAY, JOHN, Ware, Herts, Saddler Hertford Pet Feb 20 Ord Feb 20
MORRIS, WILLIAM, Ruabon, Denbigh, Labourer Wrexham Pet Feb 17 Ord Feb 17

Nixon, John, Walton st, Chelsea, Watchmaker High Court Pet Jan 7 Ord Feb 19
Richards, William Thomas, Chatteris, Cambridgeshire, Saddler Peterborough Pet Feb 6 Ord Feb 21
Rockett, Joseph, Goole, Yorks, Master Mariner Wakefield Pet Feb 21 Ord Feb 21
Rooke, Henrick William, Terret's pl, Islington, Builder High Court Pet Jan 21 Ord Feb 20
Rowtree, Thomas, Hartlepool, Fisherman Sunderland Pet Feb 21 Ord Feb 21
Samson, Mark, Shoreditch, Mantle Maker High Court Pet Jan 9 Ord Feb 20
Scott, John, Hawkesley rd, Stoke Newington, Manufacturer High Court Pet Jan 31 Ord Feb 20
Shaw, Edward, Howden, Yorks, Solicitor Kingston upon Hull Pet Feb 6 Ord Feb 20
Short, Arthur, Goole, Yorks, Labourer Wakefield Pet Feb 21 Ord Feb 21
Scott, Alice, Broadstairs, Kent Canterbury Pet Jan 17 Ord Feb 18
Smith, Edwin, Pnblow, Somerset, Commercial Traveller Wells Pet Jan 27 Ord Feb 20
Stevens, Edwin Stacey, Stapleton, Glos, Confectioner Bristol Pet Feb 20 Ord Feb 20
Thomas, John Henry, Neath, Glam, Grocer Neath Pet Feb 21 Ord Feb 21
Tidnell, Thomas, Moorgate ct, Solicitor High Court Pet Feb 4 Ord Feb 20
Wainwright, Albert, Thurlstone, Yorks, Builder Barnsley Pet Feb 20 Ord Feb 20
Wood, E Montagu, Duke st, St James's High Court Pet Jan 20 Ord Feb 20
Wood, John Cundell, Sunderland, Surgeon Sunderland Pet Feb 19 Ord Feb 19
Woolcock, Richard Henry, Helston, Cornwall, Stationer Truro Pet Feb 21 Ord Feb 21
Wright, Walter, Winfrith rd, Wandsworth, Builder Wandsworth Pet Dec 30 Ord Feb 20

FIRST MEETINGS.

Anderson, Alexander, Preston, Licensed Victualler Mar 6 at 3.30 Off Rec, 14, Chapel st, Preston
Ames & Co, Gt Yarmouth, Fancy Dealers March 3 at 10.15 Lovewell Blake, South Quay, Gt Yarmouth
Barry, Hugh H, Northampton, Draper March 3 at 12.30 County Court bldgs, Northampton
Bell, Sidney Grey, Bristol, Wine Merchant March 3 at 1 Bankruptcy bldgs, Carey st
Bryant, Richard Henry Hellyer, Meavy, Devonshire, Builder March 3 at 10 10, Athenæum terrace, Plymouth
Burnard, William, Scarborough, Chapel Keeper March 4 at 11.30 Off Rec, 74, Newborough st, Scarborough
Cooper, Joseph, Shrewsbury, Carpenter March 3 at 2.30 Off Rec, Shrewsbury
Crumpton, George, Aston, nr Birmingham, Grocer March 5 at 12 23, Colmore row, Birmingham
Danes, Jerome, Sandy, Beds March 5 at 12 Off Rec, 8t Paul's sq, Bedford
Feare, Francis, Parwich, Derbys, Licensed Victualler March 3 at 12 Off Rec, 40, St Mary's gate, Derby
Frost, Harry, Leighton Buzzard, Draper March 4 at 12.30 Chamber of Commerce, 145, Cheapside
Gange, Ellen, Bridport, Dorset, Fish Dealer March 3 at 1 Off Rec, Salisbury
Garland, George, Dorchester, Greengrocer March 3 at 12.30 Off Rec, Salisbury
Garrud, William Francis, Bond st, Manufacturing Jeweller March 6 at 2.30 Bankruptcy bldgs, Carey st
Griffith, William, Portdinorwic, Carnarvon, Farmer March 5 at 11.30 Magistrates' Room, Bangor
Gunning, Frederick William, Sketty, Glam, Milk Salesman March 5 at 12 Off Rec, 31, Alexandra rd, Swansea
Haynde, George William, Leytonstone, Commercial Clerk March 3 at 12 Bankruptcy bldgs, Carey st
Hiscock, Henry, Shaftesbury, Dorset, Mason March 4 at 12.30 Off Rec, Salisbury
Hood, Frederick, Nottingham March 3 at 11 Off Rec, St Peter's church walk, Nottingham
Hodson, John, Briercliffe, nr Burnley, Lancs March 5 at 1.30 Exchange Hotel, Nicholas st, Burnley
Jennings, George, Craig's ct, Charing Cross March 3 at 2.30 Bankruptcy bldgs, Carey st
Jones, Edgar Sylvester, Banner st, Paper Merchant March 4 at 11 Bankruptcy bldgs, Carey st
Jones, Thomas, Rhuddlan, Flints, Farmer March 4 at 3.30 Royal Hotel, Rhyl
Jones, William Augustus, Kidderminster, Cab Driver March 3 at 2.15 Thursfield, Solicitor, Kidderminster
Lewis, Vinson, Llanbradach, Glam, Tailor March 3 at 3 65, High st, Merthyr Tydfil
Mason, William Frederick, Leicester, Counterman March 3 at 12.30 Off Rec, 1, Berridge st, Leicester
McNevt, George, Boston pl, Dorset sq, Licensed Bailiff March 5 at 11 Bankruptcy bldgs, Carey st
Miller, John, Ashford, Kent, Hotel Keeper March 3 at 3 Saracen's Head Hotel, Ashford
Morris, William, Porth, Glam, Tea Dealer March 3 at 12 65, High st, Merthyr Tydfil
Murray, Thomas, West Bromwich, Warehouseman March 5 at 11 23, Colmore row, Birmingham
Newman, Abraham, Forton rd, West Kensington, Jeweller Mar 3 at 2.30 Bankruptcy bldgs, Carey st
Parsons, John Francis, Gipsy rd, West Norwood, Colourman Mar 4 at 2.30 Bankruptcy bldgs, Carey street
Pugh, Charles, Brynmawr, Brecon, Confectioner Mar 4 at 12 65, High st, Merthyr Tydfil
Rockett, Joseph, Goole, Yorks, Master Mariner Mar 5 at 10 Off Rec, 6, Bond ter, Wakefield
Rosenthal, Julius Lobwe, Southampton st, Fitzroy sq Mar 4 at 12 Bankruptcy bldgs, Carey st
Sheldon, John, Leek, Staffs, Silk Manufacturer Mar 4 at 10.45 Off Rec, 23, King Edward st, Macclesfield
Short, Arthur, Goole, Yorks, Labourer Mar 5 at 10 Off Rec, 6, Bond ter, Wakefield
Smith, Edwin, Publow, Somerset, Commercial Traveller Mar 4 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol
Stevens, Edwin Stacey, Stapleton, Glos, Confectioner Mar 4 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
Still, Thomas Prewett, Laverstock, Wilts Mar 3 at 3 Off Rec, Salisbury
Stuart, Barry, Scarborough, Comedian Mar 3 at 11.30 Off Rec, 74, Newborough st, Scarborough
Thomas, Herbert John, Bermondsey New rd, Butcher Mar 5 at 2.30 Bankruptcy bldgs, Carey st
Tompkins, J G, Queen Victoria st March 5 at 12 Bankruptcy bldgs, Carey st
Turner, George Henry, Soothill, Yorks, Commercial Traveller March 4 at 3 Off Rec, Bank chmbrs, Batley
Walsh, William, Leeds, Auctioneer March 4 at 12 Off Rec, 22, Park row, Leeds
Warner, James Bissett, Bristol, Tailor March 4 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
Williams, John, Bethesda, Carnarvon, Grocer March 3 at 3 Crypt chmbrs, Eastgate row, Chester
Williamson, John, Arnold, Notts, Shoe Repairer March 3 at 12 Off Rec, St Peter's Church walk, Nottingham
Wood, Tom, Blackpool, Hosier March 6 at 3 Off Rec, 14, Chapel st, Preston
Woodd, John, Leeds March 4 at 11 Off Rec, 22, Park row, Leeds
Worrall, William, Latchford, Ches, Butcher March 13 at 10.45 Court house, Upper Bank st, Warrington

ADJUDICATIONS.

Barnes, Joseph, Blackburn, Draper Blackburn Pet Dec 11 Ord Feb 21
Bartle, George William, Worksop, Notts, Rope Manufacturer Sheffield Pet Feb 20 Ord Feb 20
Broadbridge, George, West Wittering, Sussex, Farmer Brighton Pet Jan 14 Ord Feb 19
Burton, George E, Bristol, Builder Bristol Pet Jan 15 Ord Feb 21
Butler, Edwin Watson, Dickenson rd, Crouch Hill, Agent High Court Pet Jan 18 Ord Feb 20
Cookson, William, Tiverton, Devon, Jeweller Exeter Pet Feb 3 Ord Feb 21
Cooper, George, Torkard, Notts, Coal Miner Nottingham Pet Feb 20 Ord Feb 20
Cutting, Charles, King st, West Smithfield High Court Pet Jan 27 Ord Feb 20
Dawbiney, Harriet, Brynmawr, Brecons, Hardware Dealer Tredegar Pet Feb 19 Ord Feb 20
Dewsbury, Joseph William George, Walsall, Leather Factor Walsall Pet Feb 21 Ord Feb 21
Hadley, William Hopton, Warwick, Stationer Warwick Pet Feb 21 Ord Feb 21
Heard, George, Shirehampton, Glos, Builder Bristol Pet Feb 1 Ord Feb 21
Hill, William Robert, Eton, Bucks, Upholsterer Windsor Pet Dec 14 Ord Feb 19
Hiscock, Henry, Shaftesbury, Dorset, Mason Salisbury Pet Feb 19 Ord Feb 20
Hoar, Henry Charles, Milbrook rd, Brixton, Inspector High Court Pet Oct 31 Ord Feb 22
Holt, Robert Gledhill, Ravensthorpe, Yorks, Confectioner Dewsbury Pet Feb 20 Ord Feb 20
Hopkins, Joseph, Bedford, Pianoforte Dealer High Court Pet Jan 28 Ord Feb 19
Howell, David, Newport, Grocer Newport, Mon Pet Feb 21 Ord Feb 22
Jefferies, Frederick William, Batley, Yorks, Stock Broker Dewsbury Pet Feb 13 Ord Feb 19
Jessop, Augustus Stonebridge, Hale End, Walthamstow, Farmer High Court Pet Feb 19 Ord Feb 19
Jones, Edgar Sylvester, Banner st, Paper Merchant High Court Pet Feb 1 Crd Feb 20
Jones, Thomas, Rhuddlan, Flint, Farmer Bangor Pet Feb 14 Ord Feb 21
Lewis, Floyde Wedlake, Avenue rd, Acton, Clerk Brentford Pet Feb 19 Ord Feb 19
May, Edith, Ware, Herts, Milliner Hertford Pet Feb 19 Ord Feb 20
May, John, Ware, Herts, Saddler Hertford Pet Feb 19 Ord Feb 20
McClymont, Hugh Ogilvy, Evering rd, Dalston, Gent High Court Pet Dec 19 Ord Feb 19
Merchant, William, Pontypridd, Bank Manager Pontypridd Pet Feb 14 Ord Feb 21
Morris, William, Ruabon, Denbighshire, Labourer Wrexham Pet Feb 17 Ord Feb 17
Plotzki, Mordecai, Shoreditch, Mantle Maker High Court Pet Jan 9 Ord Feb 21
Restall, George Thomas, Aston juxta Birmingham, Brazier Birmingham Pet Jan 23 Ord Feb 12
Rockett, Joseph, Goole, Yorks, Master Mariner Wakefield Pet Feb 21 Ord Feb 21
Rowntree, Thomas, Hartlepool, Fisherman Sunderland Pet Feb 21 Ord Feb 21
Scott, John, Hawkesley rd, Stoke Newington, Manufacturer High Court Pet Jan 31 Ord Feb 21
Short, Arthur, Goole, Yorks, Labourer Wakefield Pet Feb 21 Ord Feb 21
Shorthouse, Neville, Sackville st, Piccadilly, Surgeon High Court Pet Jan 20 Ord Feb 20
Smith, Edwin, Publow, Somersetshire, Commercial Traveller Wells Pet Feb 20 Ord Feb 22
Smith, Thomas, Brighton, Ham Dealer Brighton Pet Feb 18 Ord Feb 19
Sutton, John Hastings, Barnsley, Yorks, Coal Merchant Barnsley Pet Jan 15 Ord Feb 21
Thomas, David, Swansea, Colliery Proprietor Swansea Pet Jan 31 Ord Feb 19
Thomas, John Henry, Neath, Glam, Grocer Neath Pet Feb 21 Ord Feb 21
Wainwright, Albert, Thurlstone, York, Builder Barnsley Pet Feb 20 Ord Feb 20
Welch, Henry George, Bristol, Boot Dealer Bristol Pet Feb 13 Ord Feb 21
Wood, Tom, Blackpool, Hosier Preston Pet Jan 27 Ord Feb 18
Woolcock, Richard Henry, Helston, Cornwall, Stationer Truro Pet Feb 21 Ord Feb 21

Amended notice substituted for that published in the London Gazette of Feb. 14:
Lane, Albert Edward, and Thomas William Lane, Birmingham, Builders Birmingham Pet Feb 8 Ord Feb 15

ADJUDICATION ANNULLED.

Joblin, Henry, Ryde, I.W., Poulterer Newport and Ryde Adjud April 21, 1887 Annul July 3, 1895

SALES OF ENSUING WEEK.

March 4.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2, Stocks and Shares in various Companies (see advertisement on page 3 of this issue).
March 5.—Messrs H. E. Foster & Cranfield, at the Mart, at 2, Reversions, Freehold Ground-rents, Life Interests, Policies, Shares, &c. (see advertisement on back page of this issue).

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